

Attachment A
Certification Regarding Debarment, Suspension
and Other Responsibility Matters Primary
Covered Transactions
[29 CFR Part 98]

- A.** As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, Sections 85.105 and 85.510, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
 4. Have not, within a three-year period preceding the effective date of the agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B.** The Contractor shall provide immediate written notice to WC if at any time the service providers learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C.** Contractor agrees and understand that, it shall not knowingly enter into any lower tier covered transaction with a person or entity who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.
- D.** This certification is a material representation of fact upon which reliance was placed when WC determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, WC may terminate this contract agreement.


workforce CONNECTIONS
PEOPLE. PARTNERSHIPS. POSSIBILITIES.

WC-15-PSA-CHBCS-02

Attachment B

Contractor's Proposal/Scope of Services



**COVERALL JANITORIAL SERVICES SCOPE OF WORK
December 1, 2015 – November 30, 2016**

General Cleaning: (Suite 150 & 190)

Frequency: Five Times a Week (Sunday – Thursday)

Standard Cleaning:

Dusting
Restroom Cleaning
Vacuuming
Mopping
Computer Lab Keyboards/Mice
Trash

Additional Details:

- **Work Schedule**
Contains all detailed notes regarding cleaning services to be provided. Unless otherwise noted, task and frequency apply for both Suite 150 and Suite 190.
- **Proactive Team**
Cleaning team will be proactive in their approach to cleaning Workforce Connections. They will solve issues they are capable of solving on their own. If necessary, they will advise and consult Facility Manager for any additional guidance and suggestions.
- **Field Consultant Inspection**
As per Coverall policy, field consultant will conduct an on-site quality inspection once a month.

Coverall Janitorial Services Scope of Work

Company: Workforce Connections and The One Stop Career Center

Phone: (702) 638-8750

Address where service will be performed:

6330 W. Charleston Blvd, Las Vegas, NV 89146

Frequency of Regular Service: 5 days per week

Total Serviceable Area: 16050 square feet

Monthly Service Charge: \$3,102 (\$2502 for monthly services + \$600 per month for consumable supplies)

Areas to be serviced:

- Supply/Storage
- Lobby/Reception
- General Offices
- Entrance/Foyer
- Break Room
- Computer Lab
- Restrooms
- Kitchen Areas
- File Room/Area
- Copy Room/Area
- Classrooms
- Offices
- Hallways
- Executive Offices
- Conference Room
- IT Room

Exclude:

- Server Room

Coverall Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchise Owner using the Coverall Health-Based Cleaning System® Program.

Dusting and Disinfecting

Over the years we've learned that there's more to cleaning than just appearance. The Coverall® System leads the industry in cleaning at a deeper level to help reduce the spread of illness-causing germs.

INCLUDED TASKS	FREQUENCY
Detail Dust and Clean Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 190	5x per Week
Detail Dust and Clean: Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 150	3x per Week
Spot Dust and Clean: Spot dust and clean visible soils on fixtures, office furniture including file cabinets, desks, credenzas, counter tops, display units and window sills. Note: Suite 150	2x per Week
High Touch Points: Clean and disinfect high touch points such as light switches and door knobs.	5x per Week
Thoroughly Clean Internal Glass Thoroughly clean and disinfect internal partition glass. Note: Includes Entryway Glass	2x per Month
Spot Clean Internal Glass Spot clean internal partition glass to remove smudges and fingerprints. Note: Includes: Entryway Glass	5x per Week
Vacuum Furnishings or Wet Wipe: Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per Week
Dust Blinds, Jams, Lights: Dust blinds, jams, light fixtures and ceiling vents accessible from the floor.	2x per Month
High and Low Dusting Dust high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting not to exceed 12 feet.	1x per Week

Carpet and Floor Care

Extra attention for your carpets and hard floors using multi-filtration vacuums to improve air quality by removing 99.97% of dust, dirt, bacteria, mold, yeast and particles down to 0.3 microns.

INCLUDED TASKS	FREQUENCY
Wall-to-Wall Vacuum: Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 190	5x per Week
Wall-to-Wall Vacuum Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 150	3x per Week
Spot Vacuum High Traffic Areas: Spot vacuum high-traffic areas on days when wall-to-wall vacuuming is not needed. Note: Suite 150	2x per Week
Damp Mop Hard Surface Floors Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per Week

Trash and Miscellaneous

INCLUDED TASKS	FREQUENCY
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash, regardless of the contents, and its loss will not be the responsibility of the Coverall Franchised Business Owner or Coverall.	5x per Week
Sanitize Drinking Fountains Clean and sanitize drinking fountains and/or water coolers.	5x per Week
Clean and Disinfect Telephones Clean and sanitize telephones.	1x per Week

Kitchen Areas

The Color Coding for Health® Program uses microfiber cloths and mop pads to clean, disinfect, remove germs and prevent cross-contamination in the kitchen, cafeteria, lunch room and coffee area.

INCLUDED TASKS	FREQUENCY
<p>Damp Mop Hard Surface Floors Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.</p>	5x per Week
<p>Kitchen Counters, Tables and Sinks Clean and disinfect kitchen counters, tables and sinks.</p>	5x per Week
<p>Clean Microwave(s) Thoroughly clean inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.</p>	5x per Week
<p>Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash, regardless of the contents, and its loss will not be the responsibility of the Coverall Franchised Business Owner or Coverall.</p>	5x per Week
<p>Spot Clean Refrigerator Exterior Spot clean refrigerator to remove smudges and fingerprints.</p>	5x per Week

Restroom Service

Coverall Franchise Owners use EPA-registered, hospital-grade disinfectant products, recommended by the Centers for Disease Control (CDC) to limit the spread of germs, especially in restrooms.

INCLUDED TASKS	FREQUENCY
<p>Clean and Disinfect Restrooms</p> <ul style="list-style-type: none"> • Restroom Fixtures: Clean and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals and counter tops. • Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. • Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. • Restroom Mirrors: Polish all chrome and mirrors. • Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. • Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area. 	<p>5x per Week</p>

Classrooms

INCLUDED TASKS	FREQUENCY
<p>High and Low Dusting Dust high and low vertical and horizontal surfaces and corners not <i>cleaned in the course of normal dusting not to exceed 12 feet.</i> Note: Suite 190</p>	<p>1x per Week</p>
<p>High Touch Points Clean and disinfect high touch points such as light switches and door knobs. Note: Suite 190</p>	<p>5x per Week</p>
<p>Detail Dust and Clean Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 190</p>	<p>5x per Week</p>

Classrooms

INCLUDED TASKS	FREQUENCY
<p>Desk and Table Surfaces Clean and disinfect desks and table surfaces. Note: Suite 190</p>	<p>5x per Week</p>
<p>Wall-to-Wall Vacuum Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 190</p>	<p>5x per Week</p>

Additional Services

INCLUDED TASKS	FREQUENCY
Computer Lab: Suite 190 <i>Note: Keyboards and Mice: Disinfect surfaces daily.</i>	5x per Week
Baseboards <i>Note: Clean baseboards for both Suite 150 & Suite 190.</i>	1x per Month
Carpet Spots: As needed <i>Note: As needed, cleaners will remove carpet spots and stains. Cleaners will also advise Facilities Manager when full carpet cleaning is needed.</i>	5x per Week
Quality Control Inspection/Proactive Team <i>Note: As per Coverall policy, Field Consultant will conduct an on-site quality inspection once a month. Cleaners will be proactive in their cleaning approach. Alerting facility manager of any issues they encounter and addressing issues they are capable of solving on their own.</i>	1x per Month

Closing Tasks

INCLUDED TASKS	FREQUENCY
Clean and organize the janitor closet	5x per Week
Lock doors and windows as instructed	5x per Week
Notify customer of any observed irregularities, burnt out lights <i>Note: Cleaners will be proactive in their cleaning approach. Alerting facility manager of any issues they encounter and addressing issues they are capable of solving on their own.</i>	5x per Week
Set alarms as instructed	5x per Week
Turn off lights as instructed	5x per Week

Additional Special Services Provided

INCLUDED TASKS	FREQUENCY
Carpet Cleaning (\$0.18 sq ft)	3-4x per Year
Strip & Wax (\$0.30 sq ft)	2-3x per Year

PROFESSIONAL SERVICES CONTRACT

Amendment #1

THIS AGREEMENT is made and entered into this 3rd day of December, 2013 by and between **WORKFORCE CONNECTIONS** (hereinafter referred to as "WC") located at 6330 West Charleston Blvd., Suite 150, Las Vegas, Nevada, 89146, and **COVERALL NORTH AMERICA, INC., D/B/A COVERALL HEALTH-BASED CLEANING SYSTEM** (hereinafter referred to as (CONTRACTOR) located at 350 SW 12th Avenue, Deerfield Beach Florida, 33442.

WITNESSETH

WHEREAS, the WC desires to engage the services of the Contractor to provide Janitorial Services and Supplies for WC's Comprehensive One Stop Career Center and WC's administrative office;

NOW, THEREFORE, the parties to this contract do hereby agree as follows:

1. **Term of Contract:**

The initial term of this contract shall be for work performed commencing on December 3, 2013, and ending December 3, 2014. WC has the option, based on performance, to extend this contract for one year. This extension shall also be in agreement with Contractor.

Amendment #1: This amendment extends the contract duration to November 30, 2015.

2. **Services/Scope of Work:** In addition to the description of work outlined in Attachment "A" of this contract, Contractor shall furnish all labor, tools, equipment, material, and supplies necessary to perform and deliver janitorial services for the WC's administrative office and One Stop Career Center in strict accordance with the terms and conditions, and specifications as indicated in Attachment "A".

WC acknowledges that Contractor will delegate all Health-Based Cleaning System Services (the "Services") to be performed hereunder to a Coverall franchisee ("Franchisee") and/or subcontractor ("Subcontractor") and Contractor may assign the Agreement in its entirety to a Contractor Franchisee and/or Subcontractor and that no Services will be provided by Contractor other than procuring the services of the Franchisees and/or Subcontractors. In addition, all billing and collecting of sums due for Services under the Agreement will be done by Contractor on behalf of its Franchisees or Subcontractors.

All Contractor franchisees have successfully completed Contractor's comprehensive training program and must pass a criminal background screening.

3. **Compensation:** Compensation shall be per \$3,201.00 per month for Suites 150 and 190 to include five (5) times a week service, cleaning supplies, any equipment which will be furnished by Contractor, as well as consumables such as liners, paper supplies, and toiletries. Payments made pursuant to this contract shall not exceed \$3,201.00 per month with the total annual amount not to exceed \$38,412.00 for a twelve [12] months. Contractor will bill WC monthly, and WC agrees to pay Contractor the amount that is due and owing under the terms of this Agreement within thirty (30) days of invoice date.

Amendment #1: Compensation for this amendment shall be \$40,000.00 thru the contract term date for suites 150 and 190 to include five (5) times a week service, cleaning supplies, any equipment which will be furnished by Contractor, carpet cleaning, as well as any consumables such as liner, paper supplies, and toiletries. All other terms remain the same.

4. **Contractor's Warranties:** The Contractor hereby warrants that it:
 - a. Is familiar with the requirements of the contract as outlined in this document.
 - b. Is satisfied that the work can be performed and completed as required to the satisfaction of the WC Executive Director and WC Facilities Manager.
 - c. Is experienced and competent to perform all services as required in the Scope of Work.
 - d. Is familiar with all general and special laws, ordinances, and regulations that may affect the work, performance, or those persons employed herein.
 - e. Is familiar with the applicable tax and labor regulations, laws, and rates of pay that will affect the work delivered.

5. **Subcontracts**

- a. Services/Scope of Work specified by this Agreement shall not be subcontracted by the contractor, without prior written approval of the WC.
- b. Approval by the WC of the contractor's request to subcontract or acceptance of or payment for subcontracted work by the WC shall not in any way relieve contractor of responsibility for the quality, accuracy, and adequacy of the work. Contractor shall ensure that the subcontractor services are in compliance with the warranties herein this agreement. Contractor shall be and remain liable for all damages to the WC caused by negligent performance or non-performance of work under this Agreement by contractor's subcontractor or its subcontractor.

6. Insurance & Indemnification

(a) Contractor shall obtain and maintain during the term of this Contract professional liability insurance coverage in a minimum amount of at least \$1,000,000 with an insurance carrier having a Best "B+" or better rating or equivalent and which is authorized to conduct business in the State of Nevada. A certificate of such insurance must be on file with Workforce Connections prior to Contractor commencing work hereunder. At Workforce Connections' request, Contractor shall cause Workforce Connections' to be named as an additional insured under such professional liability policy. So long as the Contract is in effect, such professional liability insurance policy shall provide for thirty (30) days' prior written notice of cancellation to Workforce Connections. Such professional liability policy shall continue to be enforceable for a minimum period of one year following termination of this Contract. Any subcontractor engaged by Contractor to perform services related to this Contract shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this Paragraph.

(b) Contractor shall indemnify, hold harmless and defend Workforce Connections, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- (i) the grossly negligent provision of services (or the failure to provide any services) or willful misconduct by Contractor, its agents, servants, or employees pursuant to the Scope of Work
- (ii) the negligence or other actionable fault of any subcontractors; or
- (iii) claims, suits, actions or proceedings of whatsoever nature that are brought by Contractor's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

7. Liability. The Contractor, pursuant to the terms and scope of work of this agreement, shall not be liable to WC, or to anyone who may claim any right due to any relationship with WC, for any acts or omissions in the performance of services on the part of the Contractor or on the part of the agents or employees of the Contractor, except when said acts or omissions of the Contractor are due to willful misconduct or gross negligence. WC shall hold the Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to WC pursuant to the terms of this agreement or in any way connected with the rendering of services hereunder, except when the same shall arise due to the willful misconduct or gross negligence of the Contractor and the Contractor is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

8. **Miscellaneous**

a. Any notice required or permitted by this Contract shall be in writing and shall be deemed given at the time it is required in the United States Postal Service (mail), postage prepaid, certified or registered mail, with return receipt requested, addressed to the party to whom it is to be given as follows:

CONTRACTOR: Attn: Chief Legal
Officer Coverall North
America, Inc. 350 SW
12th Avenue Deerfield
Beach, FL 33442
With copy to fax: (561) 922-2409

WORKFORCE CONNECTIONS: Ardell Galbreth
Executive Director
6330 West Charleston Blvd., Suite 150
Las Vegas, Nevada 89146

b. This contract shall be interpreted and enforced under the laws of the State of Nevada. Any action to enforce any right or obligation under this contract must be in a Nevada court having appropriate jurisdiction to enforce the provisions of this contract.

c. In the event any provision of this contract shall be held to be invalid or unenforceable by a court of law or equity, the remaining provisions of this contract shall remain valid and binding on all parties hereto.

8. **Termination:** This agreement may be terminated for convenience by either party giving a sixty (60) day written notices shall be sent to either party at applicable addresses stated herein or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.

Contractor may terminate the Agreement immediately for non-payment by WC of amounts due for Services.

9. This Contract shall contain the following attachments which shall be considered a binding part of this agreement to;

Attachment A: Contractor Proposal & Scope of Work/Services

Attachment B: Contractor Budget
Janitorial Services and Supplies PSC

09-2014

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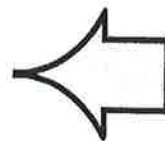
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the _____ day of September, 2014.

COVERALL NORTH AMERICA, INC.

By: Marilyn Felos Date: 10/20/2014

(Print Title)

CEO Marilyn Felos



WORKFORCE CONNECTIONS

By: _____

Ardell Galbreth
Executive Director

Date: 10/24/2014

**CERTIFICATE REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

Contractor Agency/Organization: _____

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Organization/Agency: _____

Name and Title of Authorized Representative: Marion Flores CFD

Signature: [Handwritten Signature]

Date: 10/20/14

(Before completing, read instructions for certification on following page)

INSTRUCTIONS FOR CERTIFICATION-LOWER TIER TRANSACTIONS

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions otherwise authorized herein this agreement, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certifications and Other Provisions

1. Contractor agrees to conduct any and all activities in accordance with all Federal, State, and Local statutes, rules, regulations, laws or ordinances **applicable** to contracts of WC in effect or promulgated during the term of this contract/Agreement or any extensions thereof.
2. In the event that contractor cannot meet any or all of the obligations placed upon it by the terms of the signed contract/agreement, contractor shall immediately notify WC in writing. WC shall make reasonable efforts to assist contractor in meeting its obligations under this agreement. If within 30 days contractor remains unable to comply with its obligations under this agreement, contractor shall seek modification in accordance with the modification procedures contained in this contract. Nothing in this contract shall be construed as limiting the right of either party to terminate this contract/agreement in the manner set forth elsewhere herein.
3. In providing training funded under this contract, contractor assures that it will administer its training in full compliance with safeguards against fraud and abuse.
4. Contractor assures that it will not discriminate against, deny benefits to, deny employment to or exclude from participation, any person on the grounds of disability, race, color, national origin, religion, age, sex or political affiliation or belief.
5. Contractor assures that it will comply with the requirement of the provisions of the Uniform Relocation Assistance and Real Acquisition Act of 1970 (P.L. 91-464).
6. Contractor assures that it will comply with Title VI of the Civil Rights Act 1964 (P.L. 88-352).
7. Contractor assures that it will comply with the provision of the Hatch Act that limits the political activity of certain State and local government employees.

8. Contractor assures that it will comply with applicable section of 29 CFR 99.22(b) on allowable costs.
9. Contractor agrees to maintain appropriate standards for health and safety at all training sites; to train supervisory staff and participants in safe work procedures; and to comply with the Nevada Safety and Health Act.
10. No person under 18 years of age shall be employed by contractor in any occupation the U.S. Secretary of Labor has found to be hazardous for persons between 16 and 18 years of age.
11. Acquisition, utilization and disposition of all equipment and other property purchased with contract funds shall be determined in accordance with guidelines prescribed by WC. WC retains full ownership of all such property.
12. Contractor will compile, compute and provide to the WC all such financial, statistical and program reports as may be required by the WC. It is mutually agreed and promised that records, documents and accounts of the project, including substantiation for payment and/or reimbursement, shall be maintained for a minimum period of three years following the completion of the contract, or transferred to the WC. Contractor will maintain all records pertaining to this contract/agreement past the required period if there are litigation or audit resolution problems.
13. Audits and/or monitoring reviews of training sessions shall occur at any time during normal business hours and as often as the WC may deem necessary. Reasonable prior notice will be provided in such a manner as not to interfere with contractor's normal business operations.
14. All records necessary for the determination of (1) the reasonableness of fixed unit charges, (2) achievement of the performance objectives claimed, or (3) actual costs for contractor's reimbursement must be made available to the WC or such audit firm as designated by the WC or the State of Nevada.
15. In case of disagreement between the parties regarding the operation of the program and/or the interpretation of Federal, State, or Local regulations, the matter must be submitted in writing to the WC Deputy Board Manager within 30 days of the disagreement. An informal conference will be held within 10 days of the written complaint to attempt resolution. In the event the parties to this contract/agreement are unable to resolve the dispute, contractor may file a written appeal with the State of Nevada Workforce Investment Support Services within thirty (30) calendar days of the date that resolution by the WC was offered and refused.
16. The WC reserves the right to suspend or rescind case management training for violations of the terms of this contract, the Workforce Investment Act, State and local policies, rules, regulations, and directives, upon one workday's written notice to contractor specifying the reasons therefore.

17. If any WC funds are expended by the contractor in violation of the terms of this contract, (including all applicable statutes, regulations, guidelines, b u l l e t i n s and circulars of that the contractor had reasonable notice), the WC may select an option of debt resolution in the amount of such unauthorized or illegal expenditures from payments otherwise payable to the contractor in order to recover any amount expended for unauthorized purposes. No such action taken by the WC shall by itself entitle the contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in training or program services shall be deemed sufficient cause for termination of the contract. No such action will be taken except after notice and an opportunity for a hearing been given to the contractor.
18. Contractor shall reimburse the WC fully and completely for any repayment of funds made by the WC to the State of Nevada or the U.S. Department of Labor after it has been determined that such payment is required from the WC due to the unauthorized or illegal expenditures by contractor. No such action will be taken except after notice and opportunity for a hearing has been given to the Agency.
19. The WC has the right to withhold payment to the contractor when in the opinion of WC expressed in writing to the contractor and after written notice by WC granting contractor 15 days to correct:
 - a. The contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented;
 - b. The contractor has neglected, failed or refused to furnish information or to cooperate with any monitoring review or audit of its program, work or records; or
 - c. Contractor has failed to sufficiently itemize or document its demand(s) for payment.

Upon written request of the contractor that 15 days is an unreasonable time to correct the defect, the WC may grant the contractor an extension of time to correct the deficiency.

20. Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this contract/agreement or any right, title, obligation, or interest without the prior written approval of WC.
21. All personnel hired by contractor to perform work under this contract shall be within the employment of contractor only, which shall be responsible for their work, the direction thereof, and their compensation. The WC assumes no liability for acts, omissions, liabilities or obligations of the contractor not clearly stated in this contract/agreement.
22. Requests by the contractor to WC for final payment of costs being charged against the contract/agreement shall be submitted within 45 days of the

termination date of this contract. Invoices not submitted within this time frame may not be honored by the WC.

22. Contractor agrees that printed materials and/or films produced as a result of partial or total funding by the WC will include a statement to that effect. The statement shall read, "The development of this product was funded in part by the Workforce Connections."
23. Should the parties determine that any provision of this contract/agreement is invalid or not enforceable; such determination shall not affect any or all of the remaining terms and provisions, which shall continue to be in force and effect.
24. Contractor understands and agrees that there is no representation, implication or understanding that the services provided by contractor under this contract/agreement will be renewed by the WC following expiration or termination of this contract/agreement.
25. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statute. The contractor agrees that, in accordance with the foregoing requirements, no otherwise qualified disabled person, by reason of disability, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate this contract.

The Contractor assures that it and its subcontractors will contain provisions outlined in 29 CFR, Part 97.36(i), paragraphs (1) through (13) Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The contractor hereby assures to:

1. Comply with administrative, contractual, or legal remedies in instances where Contractor violates or breach contract terms: If any WC funds are expended by the Contractor in violation of the terms of this agreement (including all applicable statutes, regulations, guidelines, bulletins and OMB Circulars of which the Contractor had reasonable notice or should have known), the WC may select an option of debt resolution in the amount of such unauthorized or illegal expenditures from payments otherwise payable to the Contractor in order to recover any amount expended for unauthorized purposes. No such action taken by the WC shall by itself entitle the Contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in programs/services may be deemed sufficient cause for termination of the contract.
2. Comply with the termination for Cause and Convenience: In the event that the Contractor cannot meet all of the obligations required by the terms of this

Acknowledgement of Assurance, Certifications

and

Other Provisions

Name of Organization/Agency: _____

Name and Title of Authorized Representative: MARILYN FELDS CFO

Signature: M. Felds Date: 10/20/14

Janitorial Services and Supplies PSC

09-2014

13

ATTACHMENT A

SCOPE OF WORK/SERVICES

[Attached]

ATTACHMENT B

BUDGET

Item	
Reference Attachment A Scope of Work	
Original Contract	\$38,412.00
Amendment #1	\$40,000.00
TOTAL COST NOT TO EXCEED	\$78,412.00

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this 3rd day of December, 2013 by and between **WORKFORCE CONNECTIONS** (hereinafter referred to as "WC") located at 6330 West Charleston Blvd., Suite 150, Las Vegas, Nevada, 89146, and **COVERALL NORTH AMERICA, INC., D/B/A COVERALL HEALTH-BASED CLEANING SYSTEM** (hereinafter referred to as (**CONTRACTOR**)) located at 350 SW 12th Avenue, Deerfield Beach Florida, 33442.

WITNESSETH

WHEREAS, the WC desires to engage the services of the Contractor to provide Janitorial Services and Supplies for WC's Comprehensive One Stop Career Center and WC's administrative office;

NOW, THEREFORE, the parties to this contract do hereby agree as follows:

1. **Term of Contract:**

The initial term of this contract shall be for work performed commencing on December 3, 2013, and ending December 3, 2014. WC has the option, based on performance, to extend this contract for one year. This extension shall also be in agreement with Contractor.

2. **Services/Scope of Work:** In addition to the description of work outlined in Attachment "A" of this contract, Contractor shall furnish all labor, tools, equipment, material, and supplies necessary to perform and deliver janitorial services for the WC's administrative office and One Stop Career Center in strict accordance with the terms and conditions, and specifications as indicated in Attachment "A".

WC acknowledges that Contractor will delegate all Health-Based Cleaning System Services (the "Services") to be performed hereunder to a Coverall franchisee ("Franchisee") and/or subcontractor ("Subcontractor") and Contractor may assign the Agreement in its entirety to a Contractor Franchisee and/or Subcontractor and that no Services will be provided by Contractor other than procuring the services of the Franchisees and/or Subcontractors. In addition, all billing and collecting of sums due for Services under the Agreement will be done by Contractor on behalf of its Franchisees or Subcontractors.

All Contractor franchisees have successfully completed Contractor's comprehensive training program and must pass a criminal background screening.

3. **Compensation:** Compensation shall be per \$3,201.00 per month for Suites 150 and 190 to include five (5) times a week service, cleaning supplies, any equipment which will be furnished by Contractor, as well as consumables such as liners, paper supplies, and toiletries. Payments made pursuant to this contract shall not exceed \$3,201.00 per month with the total annual amount not to exceed \$38,412.00 for a twelve [12] months. Contractor will bill WC monthly, and WC agrees to pay Contractor the amount that is due and owing under the terms of this Agreement within thirty (30) days of invoice date.
4. **Contractor's Warranties:** The Contractor hereby warrants that it:
 - a. Is familiar with the requirements of the contract as outlined in this document.
 - b. Is satisfied that the work can be performed and completed as required to the satisfaction of the WC Executive Director and WC Facilities Manager.
 - c. Is experienced and competent to perform all services as required in the Scope of Work.
 - d. Is familiar with all general and special laws, ordinances, and regulations that may affect the work, performance, or those persons employed herein.
 - e. Is familiar with the applicable tax and labor regulations, laws, and rates of pay that will affect the work delivered.

5. **Subcontracts**

- a. Services/Scope of Work specified by this Agreement shall not be subcontracted by the contractor, without prior written approval of the WC.
- b. Approval by the WC of the contractor's request to subcontract or acceptance of or payment for subcontracted work by the WC shall not in any way relieve contractor of responsibility for the quality, accuracy, and adequacy of the work. Contractor shall ensure that the subcontractor services are in compliance with the warranties herein this agreement. Contractor shall be and remain liable for all damages to the WC caused by negligent performance or non-performance of work under this Agreement by contractor's subcontractor or its subcontractor.

6. **Insurance & Indemnification**

- (a) Contractor shall obtain and maintain during the term of this Contract professional liability insurance coverage in a minimum amount of at least \$1,000,000 with an insurance carrier having a Best "B+" or better rating or equivalent and which is authorized to conduct business in the State of Nevada. A certificate of such insurance must be on file with Workforce Connections prior to Contractor commencing work hereunder. At Workforce Connections' request, Contractor shall cause Workforce Connections' to be named as an additional insured under such professional liability policy. So long as the Contract is in effect, such professional liability insurance policy shall provide for thirty (30) days' prior written notice of cancellation to Workforce Connections. Such professional liability policy shall continue to be enforceable for a minimum period of one year

following termination of this Contract. Any subcontractor engaged by Contractor to perform services related to this Contract shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this Paragraph.

(b) Contractor shall indemnify, hold harmless and defend Workforce Connections, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- (i) the grossly negligent provision of services (or the failure to provide any services) or willful misconduct by Contractor, its agents, servants, or employees pursuant to the Scope of Work
- (ii) the negligence or other actionable fault of any subcontractors; or
- (iii) claims, suits, actions or proceedings of whatsoever nature that are brought by Contractor's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

7. Liability. The Contractor, pursuant to the terms and scope of work of this agreement, shall not be liable to WC, or to anyone who may claim any right due to any relationship with WC, for any acts or omissions in the performance of services on the part of the Contractor or on the part of the agents or employees of the Contractor, except when said acts or omissions of the Contractor are due to willful misconduct or gross negligence. WC shall hold the Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to WC pursuant to the terms of this agreement or in any way connected with the rendering of services hereunder, except when the same shall arise due to the willful misconduct or gross negligence of the Contractor and the Contractor is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

8. Miscellaneous

a. Any notice required or permitted by this Contract shall be in writing and shall be deemed given at the time it is required in the United States Postal Service (mail), postage prepaid, certified or registered mail, with return receipt requested, addressed to the party to whom it is to be given as follows:

CONTRACTOR:

Attn: Chief Legal
Officer Coverall North
America, Inc. 350 SW
12th Avenue Deerfield
Beach, FL 33442
With copy to fax: (561) 922-2409

WORKFORCE CONNECTIONS: Ardell Galbreth
 Executive Director
 6330 West Charleston Blvd., Suite 150
 Las Vegas, Nevada 89146

b. This contract shall be interpreted and enforced under the laws of the State of Nevada. Any action to enforce any right or obligation under this contract must be in a Nevada court having appropriate jurisdiction to enforce the provisions of this contract.

c. In the event any provision of this contract shall be held to be invalid or unenforceable by a court of law or equity, the remaining provisions of this contract shall remain valid and binding on all parties hereto.

8. **Termination:** This agreement may be terminated for convenience by either party giving a sixty (60) day written notices shall be sent to either party at applicable addresses stated herein or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.

Contractor may terminate the Agreement immediately for non-payment by WC of amounts due for Services.

9. This Contract shall contain the following attachments which shall be considered a binding part of this agreement to;

Attachment A: Contractor Proposal & Scope of Work/Services

Attachment B: Contractor Budget

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the _____ day of **December, 2013**.

COVERALL NORTH AMERICA, INC.

By: _____ **Date:** _____
(Print Title)

WORKFORCE CONNECTIONS

By: _____ **Date:** _____
Ardell Galbreth
Executive Director

CERTIFICATE REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCULSION
LOWER TIER COVERED TRANSACTIONS

Contractor Agency/Organization: Coverall North America, Inc.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Organization/Agency: Coverall North America, Inc.
 Name and Title of Authorized Representative: Phillip L. Wharton, Chief Legal Officer & Secretary
 Signature [Handwritten Signature] Date 11 26 13

(Before completing, read instructions for certification on following page)

INSTRUCTIONS FOR CERTIFICATION-LOWER TIER TRANSACTIONS

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions other wise authorized herein this agreement, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certifications and Other Provisions

1. Contractor agrees to conduct any and all activities in accordance with all Federal, State, and Local statutes, rules, regulations, laws or ordinances **applicable** to contracts of WC in effect or promulgated during the term of this contract/Agreement or any extensions thereof.
2. In the event that contractor cannot meet any or all of the obligations placed upon it by the terms of the signed contract/agreement, contractor shall immediately notify WC in writing. WC shall make reasonable efforts to assist contractor in meeting its obligations under this agreement. If within 30 days contractor remains unable to comply with its obligations under this agreement, contractor shall seek modification in accordance with the modification procedures contained in this contract. Nothing in this contract shall be construed as limiting the right of either party to terminate this contract/agreement in the manner set forth elsewhere herein.
3. In providing training funded under this contract, contractor assures that it will administer its training in full compliance with safeguards against fraud and abuse.
4. Contractor assures that it will not discriminate against, deny benefits to, deny employment to or exclude from participation, any person on the grounds of disability, race, color, national origin, religion, age, sex or political affiliation or belief.
5. Contractor assures that it will comply with the requirement of the provisions of the Uniform Relocation Assistance and Real Acquisition Act of 1970 (P.L. 91-464).
6. Contractor assures that it will comply with Title VI of the Civil Rights Act 1964 (P.L. 88-352).
7. Contractor assures that it will comply with the provision of the Hatch Act that limits the political activity of certain State and local government employees.

8. Contractor assures that it will comply with applicable section of 29 CFR 99.22(b) on allowable costs.
9. Contractor agrees to maintain appropriate standards for health and safety at all training sites; to train supervisory staff and participants in safe work procedures; and to comply with the Nevada Safety and Health Act.
10. No person under 18 years of age shall be employed by contractor in any occupation the U.S. Secretary of Labor has found to be hazardous for persons between 16 and 18 years of age.
11. Acquisition, utilization and disposition of all equipment and other property purchased with contract funds shall be determined in accordance with guidelines prescribed by WC. WC retains full ownership of all such property.
12. Contractor will compile, compute and provide to the WC all such financial, statistical and program reports as may be required by the WC. It is mutually agreed and promised that records, documents and accounts of the project, including substantiation for payment and/or reimbursement, shall be maintained for a minimum period of three years following the completion of the contract, or transferred to the WC. Contractor will maintain all records pertaining to this contract/agreement past the required period if there are litigation or audit resolution problems.
13. Audits and/or monitoring reviews of training sessions shall occur at any time during normal business hours and as often as the WC may deem necessary. Reasonable prior notice will be provided in such a manner as not to interfere with contractor's normal business operations.
14. All records necessary for the determination of (1) the reasonableness of fixed unit charges, (2) achievement of the performance objectives claimed, or (3) actual costs for contractor's reimbursement must be made available to the WC or such audit firm as designated by the WC or the State of Nevada.
15. In case of disagreement between the parties regarding the operation of the program and/or the interpretation of Federal, State, or Local regulations, the matter must be submitted in writing to the WC Deputy Board Manager within 30 days of the disagreement. An informal conference will be held within 10 days of the written complaint to attempt resolution. In the event the parties to this contract/agreement are unable to resolve the dispute, contractor may file a written appeal with the State of Nevada Workforce Investment Support Services within thirty (30) calendar days of the date that resolution by the WC was offered and refused.
16. The WC reserves the right to suspend or rescind case management training for violations of the terms of this contract, the Workforce Investment Act, State and local policies, rules, regulations, and directives, upon one workday's written notice to contractor specifying the reasons therefore.

17. If any WC funds are expended by the contractor in violation of the terms of this contract, (including all applicable statutes, regulations, guidelines, bulletins and circulars of that the contractor had reasonable notice), the WC may select an option of debt resolution in the amount of such unauthorized or illegal expenditures from payments otherwise payable to the contractor in order to recover any amount expended for unauthorized purposes. No such action taken by the WC shall by itself entitle the contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in training or program services shall be deemed sufficient cause for termination of the contract. No such action will be taken except after notice and an opportunity for a hearing been given to the contractor.
18. Contractor shall reimburse the WC fully and completely for any repayment of funds made by the WC to the State of Nevada or the U.S. Department of Labor after it has been determined that such payment is required from the WC due to the unauthorized or illegal expenditures by contractor. No such action will be taken except after notice and opportunity for a hearing has been given to the Agency.
29. The WC has the right to withhold payment to the contractor when in the opinion of WC expressed in writing to the contractor and after written notice by WC granting contractor 15 days to correct:
 - a. The contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented;
 - b. The contractor has neglected, failed or refused to furnish information or to cooperate with any monitoring review or audit of its program, work or records; or
 - c. Contractor has failed to sufficiently itemize or document its demand(s) for payment.

Upon written request of the contractor that 15 days is an unreasonable time to correct the defect, the WC may grant the contractor an extension of time to correct the deficiency.

22. Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this contract/agreement or any right, title, obligation, or interest without the prior written approval of WC.
23. All personnel hired by contractor to perform work under this contract shall be within the employment of contractor only, which shall be responsible for their work, the direction thereof, and their compensation. The WC assumes no liability for acts, omissions, liabilities or obligations of the contractor not clearly stated in this contract/agreement.
24. Requests by the contractor to WC for final payment of costs being charged against the contract/agreement shall be submitted within 45 days of the

termination date of this contract. Invoices not submitted within this time frame may not be honored by the WC.

25. Contractor agrees that printed materials and/or films produced as a result of partial or total funding by the WC will include a statement to that effect. The statement shall read, "The development of this product was funded in part by the Workforce Connections."
26. Should the parties determine that any provision of this contract/agreement is invalid or not enforceable; such determination shall not affect any or all of the remaining terms and provisions, which shall continue to be in force and effect.
- 27.. Contractor understands and agrees that there is no representation, implication or understanding that the services provided by contractor under this contract/agreement will be renewed by the WC following expiration or termination of this contract/agreement.
28. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statute. The contractor agrees that, in accordance with the foregoing requirements, no otherwise qualified disabled person, by reason of disability, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate this contract.

The Contractor assures that it and its subcontractors will contain provisions outlined in 29 CFR, Part 97.36(i), paragraphs (1) through (13) Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The contractor hereby assures to:

1. Comply with administrative, contractual, or legal remedies in instances where Contractor violates or breach contract terms: If any WC funds are expended by the Contractor in violation of the terms of this agreement (including all applicable statutes, regulations, guidelines, bulletins and OMB Circulars of which the Contractor had reasonable notice or should have known), the WC may select an option of debt resolution in the amount of such unauthorized or illegal expenditures from payments otherwise payable to the Contractor in order to recover any amount expended for unauthorized purposes. No such action taken by the WC shall by itself entitle the Contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in programs/services may be deemed sufficient cause for termination of the contract.
2. Comply with the termination for Cause and Convenience: In the event that the Contractor cannot meet all of the obligations required by the terms of this

contract, the Contractor shall immediately notify WC in writing. WC shall make reasonable efforts to assist Contractor in meeting its obligations outlined in this agreement. Contractor shall seek modification of this agreement in accordance with the modification procedures contained in this contract and WC's policy. Nothing in this contract shall be construed as limiting the right of either party to terminate this contract/agreement in the manner set forth elsewhere herein.

3. Comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
4. Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 CFR Part 3).
5. Comply with the Davis-Bacon Act (40 U.S.C. 276a to 276 a through 7), as supplemented in the Department of Labor regulations 29 CFR, Part 5).
6. Comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330), as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. Allow the Department of Labor, Nevada's Department of Employment, Training and Rehabilitation, Workforce Investment Support Services Unit, the Comptroller General of the United States and WC or any of their duly authorized representatives access to any of its books, documents, papers, and transcriptions, and to those of its subcontractors.
8. Retain all of the required records for three years after it or its subcontractors make final payment and all other pending matters are closed.
9. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15).
10. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, March 11, 1988, as amended at 60 FR 19639, 19643, April 19, 1995].

**Acknowledgement of Assurance, Certifications
and
Other Provisions**

Name of Organization/Agency: Coverall North America, Inc.

Name and Title of Authorized Representative: Phillip L. Wharton
Chief Legal Officer & Secretary

Signature  Date 11/26/13

ATTACHMENT A

SCOPE OF WORK/SERVICES

[Attached]

COVERALL JANITORIAL SERVICES SCOPE OF WORK

November 25, 2013

General Cleaning: (Suite 150 & 190)

Frequency: Five Times a Week (Sunday – Thursday)

Standard Cleaning:

Dusting
Restroom Cleaning
Vacuuming
Mopping
Computer Lab Keyboards/Mice
Trash

Additional Details:

- **Work Schedule**
Contains all detailed notes regarding cleaning services to be provided. Unless otherwise noted, task and frequency apply for both Suite 150 and Suite 190.
- **Proactive Team**
Cleaning team will be proactive in their approach to cleaning Workforce Connections. They will solve issues they are capable of solving on their own. If necessary, they will advise and consult Facility Manager for any additional guidance and suggestions.
- **Field Consultant Inspection**
As per Coverall policy, field consultant will conduct an on-site quality inspection once a month.

Coverall Janitorial Services Scope of Work

Address where service will be performed:

6330 W. Charleston Blvd, Las Vegas, NV 89146

Frequency of Regular Service: 5 days per week

Total Serviceable Area: 16050 square feet

Monthly Service Charge: \$3,102 (\$2,502.00 for monthly services + \$600 per month for consumable supplies)

Areas to be serviced:

- Supply/Storage
- Lobby/Reception
- General Offices
- Entrance/Foyer
- Break Room
- Computer Lab
- Restrooms
- Kitchen Areas
- File Room/Area
- Copy Room/Area
- Classrooms
- Offices
- Hallways
- Executive Offices
- Conference Room
- IT Room

Exclude:

- Server Room

Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchise Owner using the Coverall Health-Based Cleaning System® Program.

Dusting and Disinfecting

Over the years we've learned that there's more to cleaning than just appearance. The Coverall® System leads the industry in cleaning at a deeper level to help reduce the spread of illness- causing germs.

INCLUDED TASKS	FREQUENCY
Detail Dust and Clean Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 190	5x per Week
Detail Dust and Clean: Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 150	3x per Week
Spot Dust and Clean: Spot dust and clean visible soils on fixtures, office furniture including file cabinets, desks, credenzas, counter tops, display units and window sills. Note: Suite 150	2x per Week
High Touch Points: Clean and disinfect high touch points such as light switches and door knobs.	5x per Week
Thoroughly Clean Internal Glass Thoroughly clean and disinfect internal partition glass. Note: Includes Entryway Glass	2x per Month
Spot Clean Internal Glass Spot clean internal partition glass to remove smudges and fingerprints. Note: Includes: Entryway Glass	5x per Week
Vacuum Furnishings or Wet Wipe: Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per Week
Dust Blinds, Jams, Lights: Dust blinds, jams, light fixtures and ceiling vents accessible from the floor.	2x per Month
High and Low Dusting Dust high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting not to exceed 12 feet.	1x per Week

Carpet and Floor Care

Extra attention for your carpets and hard floors using multi-filtration vacuums to improve air quality by removing 99.97% of dust, dirt, bacteria, mold, yeast and particles down to 0.3 microns.

INCLUDED TASKS	FREQUENCY
Wall-to-Wall Vacuum: Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 190	5x per Week
Wall-to-Wall Vacuum Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 150	3x per Week
Spot Vacuum High Traffic Areas: Spot vacuum high-traffic areas on days when wall-to-wall vacuuming is not needed. Note: Suite 150	2x per Week
Damp Mop Hard Surface Floors Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per Week

Trash and Miscellaneous

INCLUDED TASKS	FREQUENCY
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash, regardless of the contents, and its loss will not be the responsibility of the Coverall Franchised Business Owner or Coverall.	5x per Week
Sanitize Drinking Fountains Clean and sanitize drinking fountains and/or water coolers.	5x per Week
Clean and Disinfect Telephones Clean and sanitize telephones.	1x per Week

Kitchen Areas

The Color Coding for Health® Program uses microfiber cloths and mop pads to clean, disinfect, remove germs and prevent cross-contamination in the kitchen, cafeteria, lunch room and coffee area.

INCLUDED TASKS	FREQUENCY
<p>Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash, regardless of the contents, and its loss will not be the responsibility of the Coverall Franchised Business Owner or Coverall.</p>	5x per Week
<p>Spot Clean Refrigerator Exterior Spot clean refrigerator to remove smudges and fingerprints.</p>	5x per Week

Restroom Service

Coverall Franchise Owners use EPA-registered, hospital-grade disinfectant products, recommended by the Centers for Disease Control (CDC) to limit the spread of germs, especially in restrooms.

INCLUDED TASKS	FREQUENCY
<p>Clean and Disinfect Restrooms</p> <ul style="list-style-type: none"> • Restroom Fixtures: Clean and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals and counter tops. • Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. • Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. • Restroom Mirrors: Polish all chrome and mirrors. • Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. • Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area. 	5x per Week

Classrooms

INCLUDED TASKS	FREQUENCY
High and Low Dusting Dust high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting not to exceed 12 feet. Note: Suite 190	1x per Week
High Touch Points Clean and disinfect high touch points such as light switches and door knobs. Note: Suite 190	5x per Week
Detail Dust and Clean Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 190	5x per Week

Classrooms

INCLUDED TASKS	FREQUENCY
Desk and Table Surfaces Clean and disinfect desks and table surfaces. Note: Suite 190	5x per Week
Wall-to-Wall Vacuum Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 190	5x per Week

Additional Services

INCLUDED TASKS	FREQUENCY
Computer Lab: Suite 190 <i>Note: Keyboards and Mice: Disinfect surfaces daily.</i>	5x per Week
Baseboards <i>Note: Clean baseboards for both Suite 150 & Suite 190.</i>	1x per Month
Carpet Spots: As needed <i>Note: As needed, cleaners will remove carpet spots and stains. Cleaners will also advise Facilities Manager when full carpet cleaning is needed.</i>	5x per Week
Quality Control Inspection/Proactive Team <i>Note: As per Coverall policy, Field Consultant will conduct an on-site quality inspection once a month. Cleaners will be proactive in their cleaning approach. Alerting facility manager of any issues they encounter and addressing issues they are capable of solving on their own.</i>	1x per Month

Closing Tasks

INCLUDED TASKS	FREQUENCY
Clean and organize the janitor closet	5x per Week
Lock doors and windows as instructed	5x per Week
Notify customer of any observed irregularities, burnt out lights <i>Note: Cleaners will be proactive in their cleaning approach. Alerting facility manager of any issues they encounter and addressing issues they are capable of solving on</i>	5x per Week
Set alarms as instructed	5x per Week
Turn off lights as instructed	5x per Week

Kitchen Areas

The Color Coding for Health® Program uses microfiber cloths and mop pads to clean, disinfect, remove germs and prevent cross-contamination in the kitchen, cafeteria, lunch room and coffee area.

INCLUDED TASKS	FREQUENCY
Damp Mop Hard Surface Floors Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per Week
Kitchen Counters, Tables and Sinks Clean and disinfect kitchen counters, tables and sinks.	5x per Week
Clean Microwave(s) Thoroughly clean inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	5x per Week

ATTACHMENT B

BUDGET

Item	Total Monthly Cost: \$3,201.00
Reference Attachment A Scope of Work	
TOTAL ANNUAL COST	Not to Exceed: \$38,412.00



Document ID# 7622

Related Record Type: Blackbaud's The Financial Edge - Workforce Connections - Blackbaud's The Financial Edge-Vendor

Document Type: Vendor Documentation

Printed By: SNVWC\jvalade

Date Created: 4/21/2014

Company: Workforce Connections	
Blackbaud's The Financial Edge-Accounts Payable-Vendor-Record Information:	
Vendor ID	0860
Vendor Name	COVERALL HEALTH-BASED CLEANING SYSTEM
Phone	
Vendor Address	350 SW 12 Ave
Vendor City	Deerfield Beach, FL 33442
State	FL
Zip Code	33442

Document Type: Vendor Documentation Profile Fields:	
Vendor Documentation	Contract

ATTACHMENT A

SCOPE OF WORK/SERVICES

[Attached]

COVERALL JANITORIAL SERVICES SCOPE OF WORK

November 25, 2013

General Cleaning: (Suite 150 & 190)

Frequency: Five Times a Week (Sunday – Thursday)

Standard Cleaning:

Dusting
Restroom Cleaning
Vacuuming
Mopping
Computer Lab Keyboards/Mice
Trash

Additional Details:

- **Work Schedule**
Contains all detailed notes regarding cleaning services to be provided. Unless otherwise noted, task and frequency apply for both Suite 150 and Suite 190.
- **Proactive Team**
Cleaning team will be proactive in their approach to cleaning Workforce Connections. They will solve issues they are capable of solving on their own. If necessary, they will advise and consult Facility Manager for any additional guidance and suggestions.
- **Field Consultant Inspection**
As per Coverall policy, field consultant will conduct an on-site quality inspection once a month.

Coverall Janitorial Services Scope of Work

Address where service will be performed:

6330 W. Charleston Blvd, Las Vegas, NV 89146

Frequency of Regular Service: 5 days per week

Total Serviceable Area: 16050 square feet

Monthly Service Charge: \$3,102 (\$2,502.00 for monthly services + \$600 per month for consumable supplies)

Areas to be serviced:

- Supply/Storage
- Lobby/Reception
- General Offices
- Entrance/Foyer
- Break Room
- Computer Lab
- Restrooms
- Kitchen Areas
- File Room/Area
- Copy Room/Area
- Classrooms
- Offices
- Hallways
- Executive Offices
- Conference Room
- IT Room

Exclude:

- Server Room

Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchise Owner using the Coverall Health-Based Cleaning System® Program.

Dusting and Disinfecting

Over the years we've learned that there's more to cleaning than just appearance. The Coverall® System leads the industry in cleaning at a deeper level to help reduce the spread of illness- causing germs.

INCLUDED TASKS	FREQUENCY
Detail Dust and Clean Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 190	5x per Week
Detail Dust and Clean: Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 150	3x per Week
Spot Dust and Clean: Spot dust and clean visible soils on fixtures, office furniture including file cabinets, desks, credenzas, counter tops, display units and window sills. Note: Suite 150	2x per Week
High Touch Points: Clean and disinfect high touch points such as light switches and door knobs.	5x per Week
Thoroughly Clean Internal Glass Thoroughly clean and disinfect internal partition glass. Note: Includes Entryway Glass	2x per Month
Spot Clean Internal Glass Spot clean internal partition glass to remove smudges and fingerprints. Note: Includes: Entryway Glass	5x per Week
Vacuum Furnishings or Wet Wipe: Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per Week
Dust Blinds, Jams, Lights: Dust blinds, jams, light fixtures and ceiling vents accessible from the floor.	2x per Month
High and Low Dusting Dust high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting not to exceed 12 feet.	1x per Week

Carpet and Floor Care

Extra attention for your carpets and hard floors using multi-filtration vacuums to improve air quality by removing 99.97% of dust, dirt, bacteria, mold, yeast and particles down to 0.3 microns.

INCLUDED TASKS	FREQUENCY
Wall-to-Wall Vacuum: Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 190	5x per Week
Wall-to-Wall Vacuum Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 150	3x per Week
Spot Vacuum High Traffic Areas: Spot vacuum high-traffic areas on days when wall-to-wall vacuuming is not needed. Note: Suite 150	2x per Week
Damp Mop Hard Surface Floors Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per Week

Trash and Miscellaneous

INCLUDED TASKS	FREQUENCY
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash, regardless of the contents, and its loss will not be the responsibility of the Coverall Franchised Business Owner or Coverall.	5x per Week
Sanitize Drinking Fountains Clean and sanitize drinking fountains and/or water coolers.	5x per Week
Clean and Disinfect Telephones Clean and sanitize telephones.	1x per Week

Kitchen Areas

The Color Coding for Health® Program uses microfiber cloths and mop pads to clean, disinfect, remove germs and prevent cross-contamination in the kitchen, cafeteria, lunch room and coffee area.

INCLUDED TASKS	FREQUENCY
Damp Mop Hard Surface Floors Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per Week
Kitchen Counters, Tables and Sinks Clean and disinfect kitchen counters, tables and sinks.	5x per Week
Clean Microwave(s) Thoroughly clean inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	5x per Week

Kitchen Areas

The Color Coding for Health® Program uses microfiber cloths and mop pads to clean, disinfect, remove germs and prevent cross-contamination in the kitchen, cafeteria, lunch room and coffee area.

INCLUDED TASKS	FREQUENCY
<p>Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash, regardless of the contents, and its loss will not be the responsibility of the Coverall Franchised Business Owner or Coverall.</p>	5x per Week
<p>Spot Clean Refrigerator Exterior Spot clean refrigerator to remove smudges and fingerprints.</p>	5x per Week

Restroom Service

Coverall Franchise Owners use EPA-registered, hospital-grade disinfectant products, recommended by the Centers for Disease Control (CDC) to limit the spread of germs, especially in restrooms.

INCLUDED TASKS	FREQUENCY
<p>Clean and Disinfect Restrooms</p> <ul style="list-style-type: none"> • Restroom Fixtures: Clean and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals and counter tops. • Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. • Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. • Restroom Mirrors: Polish all chrome and mirrors. • Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. • Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area. 	5x per Week

Classrooms

INCLUDED TASKS	FREQUENCY
High and Low Dusting Dust high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting not to exceed 12 feet. Note: Suite 190	1x per Week
High Touch Points Clean and disinfect high touch points such as light switches and door knobs. Note: Suite 190	5x per Week
Detail Dust and Clean Thoroughly dust and clean accessible fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. Note: Suite 190	5x per Week

Classrooms

INCLUDED TASKS	FREQUENCY
Desk and Table Surfaces Clean and disinfect desks and table surfaces. Note: Suite 190	5x per Week
Wall-to-Wall Vacuum Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Suite 190	5x per Week

Additional Services

INCLUDED TASKS	FREQUENCY
Computer Lab: Suite 190 <i>Note: Keyboards and Mice: Disinfect surfaces daily.</i>	5x per Week
Baseboards <i>Note: Clean baseboards for both Suite 150 & Suite 190.</i>	1x per Month
Carpet Spots: As needed <i>Note: As needed, cleaners will remove carpet spots and stains. Cleaners will also advise Facilities Manager when full carpet cleaning is needed.</i>	5x per Week
Quality Control Inspection/Proactive Team <i>Note: As per Coverall policy, Field Consultant will conduct an on-site quality inspection once a month. Cleaners will be proactive in their cleaning approach. Alerting facility manager of any issues they encounter and addressing issues they are capable of solving on their own.</i>	1x per Month

Closing Tasks

INCLUDED TASKS	FREQUENCY
Clean and organize the janitor closet	5x per Week
Lock doors and windows as instructed	5x per Week
Notify customer of any observed irregularities, burnt out lights <i>Note: Cleaners will be proactive in their cleaning approach. Alerting facility manager of any issues they encounter and addressing issues they are capable of solving on</i>	5x per Week
Set alarms as instructed	5x per Week
Turn off lights as instructed	5x per Week

ATTACHMENT B

BUDGET

Item	Total Monthly Cost: \$3,201.00
Reference Attachment A Scope of Work	
TOTAL ANNUAL COST	Not to Exceed: \$38,412.00

Professional Service Contract - Amendment/Modification

Parties to the Professional Service agreement:	Workforce Connections 6330 West Charleston Blvd. Suite 150 Las Vegas Nevada 89146 Telephone: (702) 638-8750 Fax: (702) 638-8774	Sub-award No. WC-14-PSC-CST-01
	Contractor: CST Project Consulting 6916 Bienville St. Las Vegas, Nevada 89131 Telephone: (702) 426-6599	Modification No. 1
		Modification Start Date: February 01, 2015
		Modification End Date: January 31, 2017

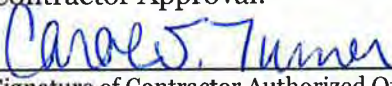
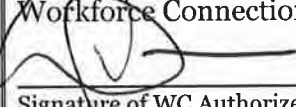
Purpose of PSC:	Technical assistance in the area of fiscal accountability services.
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Modification Amounts:		Amount			Total
	Original obligation amount:	\$163,440.00	=====	=====	\$163,440.00
	Amended obligation amount:	\$81,720.00	=====	=====	\$81,720.00
	The amended amount reimbursed as a result of this modification shall not exceed:	\$245,160.00	=====	=====	\$245,160.00

Terms and Conditions of Modifications:	Was the PSC body amended in any other manner? <i>(if yes please attach amended section)</i>	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
	Was attachment A amended? <i>(if yes please attach amended section)</i>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
	Was attachment B amended? <i>(if yes please attach amended section)</i>	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
	Was the "Statement of Compliance" amended? <i>(if yes please attach amended section)</i>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
	Were "Assurances, Certifications and Other Provisions" amended? <i>(if yes please attach amended section)</i>	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
	Comments:	
<ul style="list-style-type: none"> • Amendment to Professional Service Contract (PSC) approved 09-22-2015. • See attachments included with this form. • Notice of amendment included. 		

"All other terms and conditions not changed by this (or prior) amendment(s) remain in full force and effect."

Acceptance	In witness hereof, the parties have affixed their authorized signatures on the day, month and year written below.
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Contractor Approval:  Signature of Contractor Authorized Officer Date <u>1/7/2016</u> CAROL S Turner, Manager Printed or Typed Name and Title	Workforce Connections Approval:  Signature of WC Authorized Officer Date <u>01/11/2016</u> Ardell GALBREATH Printed or Typed Name and Title EXECUTIVE DIRECTOR
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workforce CONNECTIONS
PEOPLE. PARTNERSHIPS. POSSIBILITIES.

Connecting Employers to a Ready Workforce

Notice of Amendment

Date: December 15, 2015

CST Project Consulting

Professional Service Contract (PSC) - WC-14-PSC-CST-01

Amendment to contract No. 1

Terms and conditions of modification:

The PSC between Workforce Connections (WC) and CST Project Consulting (the Consultant) which was executed by the parties on **January 27, 2015** and subsequently amended on **December 15, 2015** is hereby amended by mutual agreement.

It is mutually understood and agreed by the undersigned contracting parties to amend the previously executed PSC as follow:

This amendment changes the following:

1. This amendment extends the current contract term for an additional one (1) year consistent with item IV (B) "Dates of Service Requested" of the Request for Proposal (RFP).

Item 1. - "Term" Is replaced in its entirety by the following:

The respective duties and obligations of the Consultant shall be effective upon February 1, 2015 and ending on January 31, 2017.

2. Current contract omits item No. 7.
This amendment reassigns item No. 8 in current contract to be item No. 7 (there is no change in the content of this item).
This amendment reassigns item No. 9 in current contract to be item No. 8 (replaced in its entirety).

3. Item 8 is replaced in its entirety by the following:
Entire Agreement.
This agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this agreement specifically displays a mutual intent to amend a particular part of this agreement, general conflicts in language between any such attachment and this agreement shall be construed consistent with the terms of this agreement. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties.



Continuation No. 3

Incorporated Documents:

Attachment "A" Consultant Scope of Work (there is no change in the content of the scope of work)

Attachment "B" Consultant Budget with a narrative

Attachment "C" Assurances, Certifications and Other Provisions (was not included by reference nor as an incorporated document of the original contract)

Copy of business license and copy of insurance (not included in the original contract)

4. Attachment "B" Is replaced in its entirety
This amendment increases the contract amount by \$81,720.00. The total amount reimbursed shall not exceed \$245,160.00 (see attachment "B").
5. Assurances, Certifications and Other Provisions – Is replaced in its entirety.
This amendment will incorporate the document as Attachment "C" to the PSC. Attachment "C" will now incorporate required assurances, certifications and other provisions required by WC.
This Amendment will incorporate "Statement of Compliance" as part of Attachment "C".
6. This amendment incorporates copy of business license and insurance to the PSC.

Incorporated documents to this notice:

- Attachment "B" Budgeted Scope of Service
- Attachment "C" Assurances, Certifications and Other Provisions.
- Copy of business license and insurance.
- Copy of original PSC

Attachment B

**BUDGETED
SCOPE OF SERVICES:**

Technical assistance in the area of fiscal accountability services.

Projected Cost

Original contract amount	\$ 163,440.00
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Amendment No. 1

Task order compensation – \$90.00 @ 480 hours -----	\$ 43,200.00
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Task order compensation – \$ 72.00 -----	\$ 38,520.00
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Subtotal:	\$ 81,720.00
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Total Contract:	\$ 245,160.00
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Note: The first 480 hours shall be paid at a rate of \$90.00 per hour, the remaining hours will be paid at a rate of \$72.00 per hour. The total amount reimbursed shall not exceed \$ 245,160.00.



WC-14-PSC-CST-01

Attachment C Assurances, Certifications and Other Provisions

1. Consultant shall comply with all applicable requirements of WIA (PL 105-220)/WIOA (PL 113-128), applicable Federal laws, executive orders, statutes, State and local regulations, policies and guidelines issued consistent with WIA/WIOA and its associated regulations in the performance of its obligations under this Professional Service Contract (PSC).
2. Consultant shall comply with all applicable administrative, contractual, or legal remedies in instances where consultant violates or breach PSC terms, and provide for such sanctions and penalties as may be appropriate.
3. Termination for Cause and Convenience.
 - a) Termination for Cause:
Workforce Connections (WC) may terminate this PSC in whole, or in part, at any time, whenever it is determined that the Consultant has failed to comply with the terms of the PSC, whether stated in an assurance, certification, scope of work, or elsewhere. WC shall promptly notify the Consultant in writing of the determination and the reason(s) for the termination, together with the effective date for the termination of the PSC. Upon receipt of notice of termination, the contractor shall immediately stop all services. The contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by WC in accordance with the "Budgeted Scope of Services".
 - b) Termination for Convenience:
WC may terminate this PSC in whole, or in part, at any time if WC determines that the termination of this PSC is in the best interest of WC. Upon receipt of notice of termination and effective date, the Consultant shall immediately stop all services on effective date. The Consultant shall be entitled to compensation for all services rendered prior to the effective date of termination and for any services authorized by WC in accordance with the "Budgeted Scope of Services".
4. Responsibility upon termination.
Any equipment provided by WC to the contractor in connection or furtherance of contractor's services or work under this agreement including, but not limited to, computers, laptops, and tools, shall, immediately upon termination of this agreement, be returned to WC.
5. Waiver of Contractual Rights.
The failure of any party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
6. Access to Records.
Consultant shall give WC, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this PSC, and will establish a proper system of control in accordance with generally accepted accounting standards or WC directives.



7. **Audit of Records.**
Consultant agrees that relevant books and records (written, electronic, computer related or otherwise) including, but not limited to, relevant accounting records, procedures and practices, financial statements and supporting documentation, and all documentation related to this PSC shall be subject, at any time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, by Federal agency, State auditors/staff, WC staff, or any of their authorized representatives.
8. **Retention of Records.**
Consultant shall maintain complete and accurate records of all relevant books, records (written, electronic, computer related or otherwise) including, but not limited to, relevant accounting records, procedures and practices, financial statements and supporting documentation, and all documentation related to this PSC for a minimum of three (3) years from the date of final payment to Consultant. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
9. **Certification Regarding Lobbying.**
Consultant certifies, to the best of his/her knowledge and belief, that:
No Federal appropriated funds have been paid or will be paid, by or on behalf of sub-recipient, 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.
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 Consultant shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
This certification is a material representation of fact upon which reliance by WC was placed when this transaction was made or entered into. Submission of this certification by Consultant is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
10. **Seat Belts.** Pursuant to Executive Order (EO) 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
11. **Energy Policy and Conservation Act.**
Consultant will comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



WC-14-PSC-CST-01

12. Executive Order 13513. Sec.4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Sub-recipients. Contractors, subcontractors, and recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or-rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.
13. Clean Air Act and Federal Water Pollution Control Act.
Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act PL 91-604 (42 U.S.C. 7401 – 7671q), and the Federal Water Pollution Control Act as amended PL 92-500 (33 U.S.C. 1251 – 1387), Executive Order 11738 providing for administration of the Clean Air Act and the Federal Water Pollution Control Act, and Environmental Protection Agency regulations codified at Title 40 of the Code of Federal Regulations.
14. Licenses, Permits, Fees and Assessments.
Consultant shall obtain, at its sole cost and expense, such licenses, permits, insurance and approvals as may be required by law for the performance of the services described in this agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the contractor's performance of the services described in this agreement, and shall indemnify, defend and hold harmless WC against any such fees, assessments, taxes penalties or interest levied, assessed or imposed.
15. Prohibition against Subcontracting or Assignment.
Consultant shall not contract with any other entity to perform in whole or in part the services required in this PSC without the express written approval of WC. In addition, neither this agreement nor any interest herein may be transferred, assigned, conveyed or encumbered voluntarily or by operation of law, without the prior approval of WC. In the event of any such unapproved transfer, this agreement shall be void. No approved transfer shall release the contractor or any warranty of contractor of any liability as provided under the terms of this agreement.
16. Independent Parties.
Nothing contained in this PSC shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
17. Failure to Perform.
Failure by Consultant to fulfill any or all of the services as specified in the scope of work constitutes a breach of PSC. WC may seek, without limitation, the following remedies:
 - a) WC will make reasonable effort to assist Consultant in meeting its obligations;
 - b) Withholding progress payment until WC considers the Consultant to be in compliance;
 - c) Withholding payment for incomplete or unsatisfactory work; or
 - d) Terminate agreement if, within 30 business days of an issue being identified/addressed, Consultant remains unable to comply.



18. **Workplace Behavior.**
Consultant, consultant's employees, agents and subcontractors, if any, shall comply with WC's alcohol and drug-free workplace policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of WC or while using WC's facilities or equipment.
19. **Confidentiality.**
 - a) **Confidential Nature of Information.**
Consultant shall treat all information obtained from WC in the performance of this agreement as confidential and proprietary to WC. Consultant shall treat all records and work products prepared or maintained by Consultant in the performance of this agreement as confidential.
 - b) **Limitation and Disclosure.**
Consultant hereby agrees that it will not use any information obtained as a result of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for WC, or obtained from or as a result of the performance of work, to any person other than WC, or its own employees, agents or sub-contractors who have a need for the information for the performance of work under this PSC unless disclosure is specifically authorized in writing by WC's Executive Director.
 - c) **Security of Information.**
Consultant hereby agrees to inform WC immediately of any request for disclosure of information or any actual or potential disclosure of information.
20. **Conflict of Interest.**
Consultant shall not attempt to use Consultant's position to influence a WC decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this PSC. Consultant will immediately inform WC's Executive Director if Consultant learns of a financial interest of Consultant's during the term of this PSC that might create an actual or apparent conflict of interest.
21. If applicable Consultant will comply with WC's requirements and policy pertaining to copyrights and rights to data obtained while performing its work under this PSC.
22. Consultant will comply with WC's requirements and regulations pertaining to reporting of services provided during the course and/or under this PSC.
23. **Claims.**
Should any claim or action be brought, either directly or indirectly, relating to the contractor's services or work under this PSA, the Consultant shall render to WC, without compensation, any proper and necessary assistance which WC may require, only when willful misconduct or gross negligence of the Consultant is adjudged by a court of competent jurisdiction.
24. **No Third Parties and/or Waiver of Statutory Immunities.**
Notwithstanding any provision herein to the contrary, this PSC is entered into solely for the benefit of the contracting parties, and nothing in this PSC is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this PSC or to acknowledge, establish or impose any legal duty to any third party.



25. Dispute Resolution.

In the event of a dispute between the Consultant and WC that cannot be resolved satisfactorily between the parties, third party mediation shall be commenced and concluded utilizing a mediator acceptable to the Consultant and WC prior to pursuing either arbitration or legal action. Fees for mediation shall be shared equally between the Consultant and WC. Any legal action brought by the Consultant or its representatives, if any, shall be made in Clark County. In the event of either arbitration or litigation the prevailing party shall be entitled to an award of attorney's fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this PSC until the dispute is resolved.

26. Force Majeure.

Neither party shall be deemed to be in violation of this agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms and conditions of this agreement after the intervening cause ceases.

27. Fair Employment Practices.

Consultant assures and agrees to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, color, ethnicity, national origin, religion, ancestry, creed, physical disability, medical condition, marital status, sex, age, or other status protected from workplace discrimination by Federal, State or local law or regulation.

Certification

By signing this document, I do hereby certify and assure that I have read, understand and will comply with all of the assurances, certifications and other provisions included herein as part of my PSC with WC.

Carole S. Turner
Signature of Authorized Representative

1/7/2016
Date

Manager
Title of Authorized Representative

STATEMENT OF COMPLIANCE

As the authorized signatory official for:

CAROL S. Turner - CST Project Consulting
(Submitting Business Owner/and/or Designated Representative)

I hereby certify the following:

That the above-named Consultant is duly approved to submit this Scope of Work requesting funding for the delivery of services under the Workforce Investment Act (P. L. 105-220).

That the above-named Consultant hereby agrees to execute all work related to this Scope of Work in accordance with the Workforce Investment Act (P. L. 105-220) and the applicable Governor's Workforce Investment Board (Governor's Board) and WORKFORCE CONNECTIONS, (WC) formerly known as the Southern Nevada Workforce Investment Board (WC) policies and guidelines, and other administrative requirements issued by the Governor of the State of Nevada. The Consultant shall notify WC within thirty (30) calendar days after issuance of any amended directives if it cannot so comply with the amendments; and

That the above named Consultant will ensure special efforts to prevent fraud and other abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and

That the contents of the Scope of Work are truthful and accurate and the above named Consultant agrees to comply with the scope of work stated in this agreement; and

That the above-named Consultant **has not been debarred** or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the proposed service, assures that no subcontracts, grants or assistance will be made, or permitted, to any debarred or suspended organization as provided under Executive Order 12549; and

That the above named Consultant waives any right to claims against the members and staff of the WC in their person capacities.

CERTIFICATION

This is to certify and assure that I have read and understand all specifications contained in the section of my contract and that I will comply with all the applicable assurances as outlined in this document.

Carol S. Turner
Signature of Authorized Representative of Consultant

1/27/2015
Date

Manager
Title of Authorized Representative

STATEMENT OF COMPLIANCE

As the authorized signatory official for:

(Submitting Business Owner/and/or Designated Representative)

I hereby certify the following:

That the above-named Consultant is duly approved to submit this Scope of Work requesting funding for the delivery of services under the Workforce Investment Act (P. L. 105-220).

That the above-named Consultant hereby agrees to execute all work related to this Scope of Work in accordance with the Workforce Investment Act (P. L. 105-220) and **the applicable** Governor's Workforce Investment Board (Governor's Board) and WORKFORCE CONNECTIONS, (WC) formerly known as the Southern Nevada Workforce Investment Board (WC) policies and guidelines, and other administrative requirements issued by the Governor of the State of Nevada. The Consultant shall notify WC within thirty (30) calendar days after issuance of any amended directives if it cannot so comply with the amendments; and

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That the contents of the Scope of Work are truthful and accurate and the above named Consultant agrees to comply with the scope of work stated in this agreement; and

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That the above named Consultant waives any right to claims against the members and staff of the WC in their person capacities.

CERTIFICATION

This is to certify and assure that I have read and understand all specifications contained in the section of my contract and that I will comply with all the applicable assurances as outlined in this document.

Carol S. Turner
Signature of Authorized Representative of Consultant

1/27/2015
Date

Manager
Title of Authorized Representative

PROFESSIONAL SERVICES CONTRACT

This AGREEMENT made this **22nd day of January, 2015** by and between and **WORKFORCE CONNECTIONS**, whose address is **6330 W. Charleston Blvd. Suite 150, Las Vegas, Nevada, 89146** hereinafter referred to as “WC”, and **CST Project Consulting** whose principal place of business is located at **6440 Sky Pointe Drive, Suite 140-388, Las Vegas, Nevada 89131** hereinafter referred to as “Consultant”.

WHEREAS, WC desires to engage the services of the Consultant to perform for WC consulting services regarding the accounting and fiscal functions and/or the operations of WC.

NOW, THEREFORE, it is agreed as follows:

1. **Term:** The respective duties and obligations of the Consultant shall be effective upon February 1, 2015 and ending on January 31, 2016.
2. **Scope of Work.** (Reference Attachment A)
3. **Compensation.**
 - a. The cost of the Consultant’s services rendered to WC that is pursuant to the terms and scope of work in this agreement. In addition, WC shall reimburse the Consultant for any reasonable “out of pocket expenses” incurred by the Consultant pursuant to the terms and scope of work of this agreement such as “average per diem rate, travel, lodging, supplies and materials.” The Consultant shall submit to WC an itemized statement of hours of services performed and expenses pursuant to the terms and scope of work of this agreement.
 - b. The rate of Consultant’s compensation is \$90.00 per hour for the first 480 hours, and \$72.00 per hour for any additional hours.
 - c. Invoices indicating the hours worked along with computed compensation rate shall be submitted to the Executive Director at the beginning of each month. All payments shall be due within thirty (30) days of receipt of accurate invoice. Failure to pay the agreed upon amount as indicated in paragraphs 3.a. and 3.b of this section shall constitute a breach of contract.

4. **Insurance & Indemnification:**

(a) Consultant shall obtain and maintain during the term of this Contract professional liability insurance coverage in a minimum amount of at least \$1,000,000 with an insurance carrier having a Best "B+" or better rating or equivalent and which is authorized to conduct business in the State of Nevada. A certificate of such insurance must be on file with Workforce Connections prior to Consultant commencing work hereunder. At Workforce Connections' request, Consultant shall cause Workforce Connections' to be named as an additional insured under such professional liability policy. So long as the Contract is in effect, such professional liability insurance policy shall provide for thirty (30) days' prior written notice of cancellation to Workforce Connections. Such professional liability policy shall continue to be enforceable for a minimum period of one year following termination of this Contract. Any subConsultant engaged by Consultant to perform services related to this Contract shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this Paragraph.

(b) Subject to Section 6, Consultant shall indemnify, hold harmless and defend Workforce Connections, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- (i) the provision of services (or the failure to provide any services) by Consultant, its agents, servants, or employees pursuant to the Scope of Work
- (ii) WC's reliance on any services or materials furnished (or made available) by Consultant or its agents, servants or employees for such purpose pursuant to the Scope of Work;
- (iii) any conduct or misconduct of Consultant not included in subparagraphs (i) and (ii) hereof and for which Workforce Connections, its agents, servants or employees are alleged to be liable;
- (iv) the negligence or other actionable fault of any subConsultants; or
- (v) claims, suits, actions or proceedings of whatsoever nature that are brought by Consultant's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

5. **Liability.** The Consultant, pursuant to the terms and scope of work of this agreement, shall not be liable to WC, or to anyone who may claim any right due to any relationship with WC, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. WC shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to WC pursuant to the terms of this agreement or in any way connected with the rendering of services hereunder, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged

to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

6. Miscellaneous:

a. Any notice required or permitted by this Contract shall be in writing and shall be deemed given at the time it is required in the United States Postal Service (mail), postage prepaid, certified or registered mail, with return receipt requested, addressed to the party to whom it is to be given as follows:

CONSULTANT: CST Project Consulting
Attention: Carol Turner, Manager
6440 Sky Pointe Drive Suite #140-388
Las Vegas, Nevada 89131

WORKFORCE CONNECTIONS: Ardell Galbreth
Executive Director
6330 W. Charleston Blvd. Suite 150
Las Vegas, Nevada 89146

b. This contract shall be interpreted and enforced under the laws of the State of Nevada. Any action to enforce any right or obligation under this contract must be in a Nevada court having appropriate jurisdiction to enforce the provisions of this contract.

c. In the event any provision of this contract shall be held to be invalid or unenforceable by a court of law or equity, the remaining provisions of this contract shall remain valid and binding on all parties hereto.


8. Termination: This agreement may be terminated by either party giving a thirty (30) day written notice to either party at the addresses stated herein or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.

9. This Contract shall contain the following attachments which shall be considered a binding part of this agreement:

- Attachment A: Consultant Scope of Work
- Attachment B: Consultant Budget with a narrative


IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the 22nd day of January 2015.

WORKFORCE CONNECTIONS

By:  _____
Ardell Galbreth
Executive Director

Date: 01/27/2015

CST Project Consulting

By:  _____
Carol S. Turner
Manager

Date: 1/27/2015

Attachment A

SCOPE OF WORK

CONSULTANT SHALL PLACE DETAILED EMPHASIS IN THE FOLLOWING AREAS:

1. Work with Workforce Connections' accounting and management staff to rectify longstanding fiscal and programmatic audit findings
2. Prepare and provide high-level research and analysis highlighting Workforce Connections' fiscal compliance status, i.e., descriptive reports outlining current fund balances at least monthly
3. Review general ledger revenue and expenditure, and prepare reports targeting key fiscal points and indicators that allow senior managers to determine Workforce Connections overall fiscal health accountability
4. Review subrecipients' expenditure reports and reconcile such reports with Workforce Connections' invoice payments
5. Review Workforce Connections' bank reconciliation reports and brief management on results
6. Prepare customized presentations that highlight Workforce Connections' financial business practices and processes involving key financial measures
7. Review Workforce Connections' budget and report actual expenditure rates in comparison to projected goals/authorized authority
8. Review audit findings and formulate corrective action plans along with follow-up reports at least monthly

Attachment B

**BUDGETED
SCOPE OF SERVICES:**

Activity	Projected Cost
Technical Assistance in the Area of Fiscal Accountability Services	
Task Order Compensation - \$90.00 @ 480 Hours	\$ 43,200.00
Task Order Compensation - \$72.00	\$ 120,240.00
TOTAL COMPENSATION:	\$ 163,440.00

Note: The first 480 hours shall be paid at a rate of \$90.00 per hour, the remaining hours to be paid at a rate of \$72.00 per hour, the total contract shall not exceed \$163,440.00.

STATEMENT OF COMPLIANCE

As the authorized signatory official for:

(Submitting Business Owner/and/or Designated Representative)

I hereby certify the following:

That the above-named Consultant is duly approved to submit this Scope of Work requesting funding for the delivery of services under the Workforce Investment Act (P. L. 105-220).

That the above-named Consultant hereby agrees to execute all work related to this Scope of Work in accordance with the Workforce Investment Act (P. L. 105-220) and **the applicable** Governor’s Workforce Investment Board (Governor’s Board) and WORKFORCE CONNECTIONS, (WC) formerly known as the Southern Nevada Workforce Investment Board (WC) policies and guidelines, and other administrative requirements issued by the Governor of the State of Nevada. The Consultant shall notify WC within thirty (30) calendar days after issuance of any amended directives if it cannot so comply with the amendments; and

That the above named Consultant will ensure special efforts to prevent fraud and other abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and

That the contents of the Scope of Work are truthful and accurate and the above named Consultant agrees to comply with the scope of work stated in this agreement; and

That the above-named Consultant **has not been debarred** or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the proposed service, assures that no subcontracts, grants or assistance will be made, or permitted, to any debarred or suspended organization as provided under Executive Order 12549; and

That the above named Consultant waives any right to claims against the members and staff of the WC in their person capacities.

CERTIFICATION

This is to certify and assure that I have read and understand all specifications contained in the section of my contract and that I will comply with all the applicable assurances as outlined in this document.

Carol S. Turner
Signature of Authorized Representative of Consultant

1/27/2015
Date

Manager
Title of Authorized Representative

ASSURANCES, CERTIFICATIONS AND OTHER PROVISIONS

The Consultant assures that it will contain provisions, all APPLICABLE regulations, as outlined in 29 CFR, Part 97.36 (i), paragraphs (1) through (13). Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other applicable clauses approved by the Office of Federal Procurement Policy. The Consultant hereby assures to comply with the following:

1. Comply with the applicable requirements of the Workforce Investment Act (Public Law 105-220) and its regulations and the applicable Southern Nevada Workforce Investment Board's (CONSULTANT) policies and procedures..
2. Comply with the termination for Cause and Convenience: In the event that the Consultant cannot meet all of the obligations required by the terms of this contract, the Consultant shall immediately notify WC in writing. WC shall make reasonable efforts to assist Consultant in meeting its obligations outlined in this agreement. Consultant shall seek modification of this agreement in accordance with the modification procedures contained in this contract and the Consultant's policy. Nothing in this contract shall be construed as limiting the right of either party to terminate this contract/agreement in the manner set forth elsewhere herein.
3. Comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
4. **If applicable**, comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 CFR Part 3).
5. **If applicable**, comply with the Davis-Bacon Act (40 U.S.C. 276a to 276 a through 7), as supplemented in the Department of Labor regulations 29 CFR, Part 5); current revisions to Federal Child Labor Laws, The Immigration Reform Act; The Fair Labor Standards Act and the American's with Disabilities Act..
6. Comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330), if applicable, as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. **If applicable**, comply with WC's requirements and regulations pertaining to reporting of services provided during the course and/or under this contract..
8. Comply with WC's requirements and regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under this contract.

9. If applicable, comply with WC's requirements and policy pertaining to copyrights and rights to data obtained with funds in the course or under this contract.
10. Allow the Department of Labor, Nevada's Department of Employment, Training and Rehabilitation, Workforce Investment Support Services Unit, the Comptroller General of the United States and the SNIWB or any of their duly authorized representatives access to any of its books, documents, papers, and transcriptions, and to those of its sub Consultants.
11. Retain all of the required records for three years after it or its sub contractors make final payment and all other pending matters are closed.
12. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15).
13. Comply with all applicable mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, March 11, 1988, as amended at 60 FR 19639, 19643, April 19, 1995].

CERTIFICATION

This is to certify and assure that I have read and understand all specifications contained in the section of my contract and that I will comply with all the applicable assurances as outlined in this document.

Caral S. Turner
Signature of Authorized Representative of Consultant

1/27/2015
Date

Manager
Title of Authorized Representative

Transforming ideas into results

Proposal to Design, to establish and execute a Workforce Development Practitioner Apprenticeship Program for the Workforce Connections One-Stop Delivery System

Due Date: July 8, 2016

Submitted to:

Ricardo Villalobos
Director, Workforce Development Programs
6330 Wes Charleston Boulevard
Suite #150
Las Vegas, Nevada, 89146

Submitted by:

Grant Management and Consulting Services, Inc.
2764 N. Green Valley Pkwy
Unit 264
Henderson, NV 89014
Og-training-group.com
opgconsulting@gmail.com
702-439-5989

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2764 N. Green Valley Pkwy
Unit 264
Henderson, NV 89014
Og-training-group.com
opgconsulting@gmail.com
702-439-5989

July 3, 2016

Ricardo Villalobos
Director, Workforce Development Programs
6330 Wes Charleston Boulevard
Suite #150
Las Vegas, Nevada, 89146

Dear Mr. Villalobos:

Grant Management and Consulting Services (GMAC) is pleased to submit our proposal in response to your request to establish and execute a Workforce Development Practitioner Apprenticeship Program for the One-Stop Delivery System.

GMAC is an 18-year old management consulting firm located in Marietta GA, with satellite offices in Las Vegas, Nevada and Los Angeles, CA. We have extensive experience in designing and delivering training programs that empower leadership and employees. We pride ourselves in having personnel that have the technical and contextual expertise to fulfill the requirements of this RFP.

Please let me know if you have additional questions or require any more information. We appreciate the opportunity to submit this proposal and hope that we will have the opportunity to build a great partnership and professional relationship with Workforce Connections. I look forward to speaking to you soon.

Sincerely,

Oscar P. Grant, PhD
CEO
GMAC Consulting

Introduction

Grant Management and Consulting Services (GMAC) presents its proposal to establish and execute a Workforce Development Practitioner Apprenticeship Program for the Workforce Connection's One-Stop Delivery System.

The services to be provided are, but not limited to, the following primary components:

- ⇒ Component 1. Procure registration of Workforce Development Practitioner Apprenticeship Program with U.S. Department of Labor Employment & Training & Nevada State Apprenticeship Council.
- ⇒ Component 2. Apply Apprenticeship USA Employer Guideline Standards
- ⇒ Component 3. WDPAP work process schedule & related instruction curriculum
- ⇒ Component 4. Training & monitoring of WDPAP apprentices
- ⇒ Component 5. System capacity building strategic plan

Section 1 – Services to be Performed

- a. Background on coordination efforts to obtain compliant registration of WDPAP with the U.S. Department of Labor Employment and Training & the Nevada State Apprenticeship Council.
- b. Applying Apprenticeship USA Employer Guideline Standards
- c. WDPAP work process schedule and related instruction Curriculum

Our Approach to the WDPAP model

GMAC is a recognized resource for assessing and expanding the leadership competencies of individuals and organizations from across the public, government, education, nonprofit, and private sectors. Our role is to partner with organizations to assist in addressing the supervisory and management components of business, customer service, and organizational challenges to help develop, build, and revitalize the practice of leadership specific to coaching and mentoring.

Introduction

GMAC will use Youth Build's white paper as a foundation to approach the creation and design for the WDPAP model. This white paper describes the work and how the U.S. Department of Labor (DOL) Youth Build grantees effectively engaged joint labor-management organizations, trade associations, and employers to create pathways into Registered Apprenticeships in construction. Please note; the paper can be used as a basis for any credentialed industry.

The overall objective of this paper was to connect Youth Build grantees, workforce development organizations, community development organizations, housing authorities, joint labor-management organizations, trade associations, construction firms, and the broader Registered Apprenticeship community with the knowledge and resources needed to grow Registered Apprenticeship partnerships as a career pathway for Youth Build participants.

GMAC feels many components of this paper will be a great benefit in initial kick off meetings to keep Workforce Connection staff, partners and participants focused on the end goal for the WDPAP model.

Using the white paper and supporting documentation will encourage kick off participants to embrace and understand the benefits of focusing on and creating a universal service strategy for recognized services. GMAC also sees the need for Workforce Connections to commit to assisting organizations to help them see the benefits of better serving the public and community by utilizing models such as the proposed WDPAP model and to help businesses and organizations themselves become more productive, accountable, results-oriented, and creative in looking at their resources (training dollars, apprenticeships) can be used to support youth and adults in the WIOA system and have a lasting effect in the community.

Using field-tested organizational development practices developed by industrial psychologists and organizational researchers, GMAC helps organizations and leadership become more effective and successful. GMAC specializes in developing tailored training programs and providing consulting services that provide practical answers to real-life problems in the areas of coaching and mentoring peers and staff, performance management, and building teams and coalitions. GMAC works closely with clients to create and provide customized, practical programs that produce measurable results. Participants learn strategies for continuous development through a variety of means including assessment, group discussions, case studies and small-group activities based on actual client-specific examples, self-reflection, and coaching.

GMAC recognizes that individuals who occupy executive, managerial, and supervisory roles are critical for individual and organizational success. These leaders provide direction, vision, and set the tone for the organization. They influence everything from the strategic direction of the organization to the satisfaction of the employees. Our training services for leaders are designed to assist them in understanding leadership, and developing the skills needed to achieve or maintain high performance and employee satisfaction. We recognize that a leader's time is valuable, so our leadership and management trainings are concise and focused on helping them acquire or refine key knowledge and skills. We are recommending a series of training courses that will be outlined in this RFP to support the WDPAP model's infrastructure and to support the Workforce Connection delivery system.

GMAC's has had a major role in the Apprenticeship movement role with over (40) federally funded Department of Labor Youth Build Programs and working a lead organizational development consultant for the entire Los Angeles County Workforce

System for over eight years. Facilitating specific topical trainings on Apprenticeships to Case Management, GMAC will use existing and relevant data from national experts as well as U.S. Department of Labor information to support the requirements in this RFP.

Besides, using the Apprenticeship White Paper, GMAC will be using existing best and promising approved practices, GMAC proposes using the Department of Labor's Youth Build promising practice (below) as a standard to build the WDPAP initiative. Below I have listed the standards GMAC will use to build the framework for WDPAP and how to these standards can be infused to build the Practitioner program.

Realizing that the importance of following the U.S. Department of Labor's framework for quality Apprenticeship programs in Training and Employment Notice (TEN) 13-12.

The notice defines pre-apprenticeship as "a program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and have a documented partnership with at least one, if not more, Registered Apprenticeship program(s).

TEN 13-12 will also be used as the overlay or the foundation and ground work for how Workforce Connections can best identify core elements of its practitioner model. Realizing that U.S. Department of Labor has in place an Apprenticeship Toolkit and Apprenticeship USA has Employer Guidelines in place, the role of GMAC, in the first two weeks of the contract announcement will be to facilitate partner meetings with relevant stakeholders (those suggested by Workforce Connections) to define compliant program outcomes using the aforementioned documents as standards.

As you review, U.S. Department of Labor's Ten 13-12 below, GMAC will prepare a short training for one of the scheduled Partner Meeting (s) using the listed bullet points as a starting point of discussion, on building a best / promising practice model.

TEN 13-12 describes the following elements as essential to preparing individuals to enter and succeed in a Registered Apprenticeship program:

- **Approved Training and Curriculum** based on industry standards, approved by a documented Registered Apprenticeship program that prepares individuals with the skills and competencies to enter Registered Apprenticeship;
- **Meaningful Hands-On Training** that does not displace employees but accurately simulates industry and occupational conditions with proper supervision and safety protocols;
- **Strategies for Long-Term Success** that create opportunities for underrepresented groups, or disadvantaged or low-skilled individuals, so that they will meet the entry requirements and are prepared for success in Registered Apprenticeship;
- **Access to Appropriate Support Services** during the pre-apprenticeship program and a significant portion of the Registered Apprenticeship program;

- **Greater Use of Registered Apprenticeship to Increase Future Opportunities** to support and sustain partnerships between pre-apprenticeship and Registered Apprenticeship sponsors;
- **Facilitated Entry or Articulation** through formalized agreements that allow individuals to earn advanced credit for skills and competencies already acquired.

Summary of Promising Practices

The Department of Labor's Youth Build has a recognized Promising Practice model that GMAC will use as a basis for building the operating standards for the proposed "practitioner model."

Although the Promising Practices listed below are specific to the U.S. Department of Labor's Youth Build model, it is clear that many, if not all, of these apprenticeship practices are replicable and can be pertinent for other industries besides construction. These practices reflect an excellent systematic approach to the "practitioner model" and will serve as a strong foundation for long term success for the Nevada partners and businesses who will supply apprenticeships for our Workforce Connections participants.

Reviewing these practices will also give GMAC a window to introduce the Apprenticeship USA Employer Guideline Standards at the facilitated partners meeting. These five listed components on DOL's website, for USA Employer Guideline standards have to have a clear and relevant purpose in the WDPAP model.

GMAC sees an overlap with DOL's Apprenticeship toolkit and using the approved promising practices from DOL's national Youth Build Apprenticeship Program as a guidepost, makes the effort seamless in tailoring the USA Guidelines Standards for employers into the model.

GMAC will make a concerted effort to assist the Workforce Connection partners specifically, the Nevada State Apprenticeship Council representatives on which industries will support the WDPAP model and secondly, how they can get buy in from these industry partners, realizing that a deeper commitment will be needed from them for the success of the student apprentices and forged partnership.

The five listed components on DOL's USA Employer Guideline standards will be introduced and easily infused in the kick off meeting and will be a central component to the WDPAP model.

GMAC will introduce these promising practices in the stakeholder meeting to build the WDPAP model. Using this summary of promising practices will give the WDPAP model a stronger foundation and surely align with policies and procedures with U.S. Department of Labor regional and national offices.

In defining the curriculum to be used for industry partners in the Nevada area, it is crucial that the Nevada State Apprenticeship Council be clear how the proposed

Apprenticeship partners will fulfill the requirement to have consistent standards and elements that will support the WDPAP model and to assure Apprenticeship be deemed a reputable registered apprenticeship program by the U.S. Department of Labor. During the first two weeks of the contract, we anticipate several conversations and at least one facilitated one on convening with the Nevada State Apprenticeship Council to define their role and to articulate expectations from businesses, how the partners will benefit from the WDPAP model, and outline how the Nevada State Apprenticeship Council will offer supports via networking to support the WDPAP model.

Elements of the summary below supports this discussion and will help guide the process of organizing a suitable and rewarding experience with high standards that all partners, staff and participants will be proud to be a part of. This effort will take a lot of effort and support in the initial phase and will be anticipated that Workforce Connections will be highly engaged in bringing and confirming the support from partners, staff and decision makers that will influence the WDPAP model.

1. The first two weeks will be extremely important to craft a model program and GMAC has working relations with several Department of Labor Federal Project Officers for guidance in the San Francisco Region 6 office. The Regional Director of ETA Region 6 – Office of Apprenticeship is Patricia Garcia and the Lead for Apprenticeship Discretionary grants in OSID is Tarah Holt, both have resources and support for moving the process forward and ensuring a compliant model will be registered. After the model is sketched out, GMAC will meet in person or by phone with the regional office and work with appropriate staff in the regional office to get the model approved. We anticipate working very closely with Workforce Connections to modify model components as needed. (see Appendix B) GMAC has outlined the first 30 days of the contract and the need to work WIOA partners to research and address requirements to get the WDPAP model introduced.

Please note; each of the green highlighted areas in the summary will be highlighted in the partners meeting and will be included in the power point presentation.

Summary of Promising Practices

The following is an overview of the promising practices of the Youth Build programs featured in this paper:

Promising Practices for Recruiting, Preparing, and Assessing Apprenticeship Candidates

- Recruit Youth Build students who are interested in construction careers.
- Organize student experiences that simulate industry conditions to identify participants with the aptitude to pursue careers in the construction industry.
- Develop specific and measurable benchmarks of knowledge, skills, and abilities that track to career success.

- Engage apprenticeship sponsors to assist with pre-apprenticeship training for Youth Build students.
- Work with apprenticeship sponsors to adapt their pre-apprenticeship curricula for use in the Youth Build classroom.
- Work with apprenticeship sponsors to implement assessment tools to evaluate readiness for entry into Registered Apprenticeship.
- Address the challenges that underrepresented groups such as women may face in the industry from day one.
- Establish advisory committees for ongoing program improvement.

Promising Practices for supporting successful transitions into apprenticeship

- Offering consistent, goal-oriented case management services from day one.
- Asking students to articulate their goals for the future.
- Organizing regular interdepartmental conversations about students.
- Co-enrolling students with workforce development agencies to provide access to follow-up services.
- Partnering with agencies and businesses that can provide opportunities for students to earn driver's licenses.
- Using AmeriCorps Education Awards as a resource to pay for tuition and tools required for apprenticeship.

Promising Partnership Development Practices

- Engage local employers, trade associations, and joint labor-management organizations that sponsor Registered Apprenticeships.
- Engage local workforce development agencies to assist with partnership development.
- Meet with partners on a regular basis.
- Clarify the purpose and responsibilities of each partner organization.
- Involve Youth Build students and alumni in the partnership development process.
- Create multiple entry points for apprenticeship sponsors to engage with Youth Build students.
- Establish a partnership table that includes multiple apprenticeship

sponsors.

Promising Practices as a Lever for Engaging Apprenticeship Sponsors

- Build relationships with contractors on projects
- Enlist contractor to participate in job-shadowing experiences
- Develop partnerships with employers and Registered Apprenticeship sponsors involved in projects and make certain your Youth Build program is part of the local job development strategy.

WDPAP Work Process Schedule & Related Instruction Curriculum

Realizing that the first several weeks will be facilitating partner meetings, and noting a long range goal of this RFP is to prepare participants, partners and Workforce Connection staff to have a holistic approach to this model, GMAC recommends an on-going training component to respond to “designing a system capacity building strategic plan that improves system-wide practices, procedures and processes that provide effective and efficient services and strategies to WIOA adults and youth.

GMAC’s CEO, Dr. Oscar Grant has worked extensively in the Workforce arena both nationally and regionally and is a certified U.S. Department of Labor certified instructor. Dr. Grant is one of eleven consultants in the country to be certified in all (41) Department of Labor courses. The trainers who work under contract will be certified in the course they deliver for Workforce Connections.

The recommended courses listed by GMAC will all be certified and based on staff roles, either a certificate of completion or an attendance certificate will be awarded to the participant.

While partner meetings are being held the first two weeks and the curriculum designers work to complete specific trainings for the model, GMAC will offer U.S. Department of Labor approved courses one month from the announcement of the contract to support the WIOA system and the courses specifically for management will stimulate ideas for the larger strategic plan for system wide practices. **Appendix D**, list all DOL certificated available courses GMAC can facilitate.

Both outlines and course descriptions with length of course are listed for review. These are considered off – the shelf courses and will need minimum revision. Course outline will be submitted to Workforce Connections for approval for additions and deletions. With input from Workforce Connections, GMAC will put the class series together after the agency reviews the courses. As required by this RFP, GMAC has put together a sample training schedule with courses for a month. **(see Appendix A)** GMAC is prepared to facilitate this schedule but as stated above, will welcome Workforce Connections to influence or adapt the training schedule with the needs of the partnership, staff and participants.

Training and Monitoring WDPAP Participants

GMAC has designed a sample checklist (**Appendix C**) to address the training and monitoring of the youth and adult apprentices that will be part of the Workforce Connections model. This monitoring tool will be expanded to include specific outcomes that will be supported in the best / promise practice model and the tool will allow tracking of the aforementioned measures monthly vs. quarterly so case managers can support and avert program/attendance deficits.

GMAC, suggests that this monitoring tool with additional domains become the basis for all WIOA Nevada sites to embrace as a system wide document that will ultimate become an agency wide policy and procedure manual. If a tool, such as this, is used a standard and supported with proper training, as stated in the RFP, there will be a universal system wide approach to how "business" is done throughout the state. GMAC has done this work before with much success with the City of Los Angeles WIOA agencies. We propose we offer this model, if the budget allows, to this RFP.

If a monitoring tool is introduced early on in the program design, research demonstrates that outcomes become part of the culture of the program versus a required expectation because of funding.

Customized Training Programs

In addition to the O-T-S courses, GMAC has the capability to design a custom training program to fit our clients' training needs. If a client needs to impart important new knowledge, reinforce fundamentals, or provide instruction on a technical skill, our training design experts use proven instructional design principles, validated by research, to develop training that is compelling and effective for the Workforce Connections partners, clients and staff.

We can design training for direct presentation, or create "train-the-trainer" materials that cover course content, plus additional instruction on teaching the material to others. Our train-the-trainer modules come complete with a trainer's guide, materials list, adult learning principles, and tips for conducting effective exercises that enable even novice trainers to train like the experts. Due to the requirements of this proposal we have estimated customizing four to six specific training modules relating to creating and supporting the Workforce Connections Apprenticeship model.

The modules will be based on the DOL Apprenticeship Toolkit and other pertinent DOL information currently not in a training format. The DOL Apprenticeship toolkit is only a sketch for discussions and we propose to use this as a foundation to add relevant data for the Nevada area and build a three-day training with approximately five stand-alone modules built from the material.

Our experienced training design experts will:

- Determine what knowledge and skills are needed and at what level of complexity to work with businesses to introduce and explore an Apprentice business model and how to facilitate the conversation.

- Set clear objectives for the training program with both the Department of Labor's Region 6 Field office and Apprenticeship liaison to ensure compliance and the ability to have the aforementioned Practitioner Model approved and recognized.
- Design effective hands-on exercises to enhance learning for State Workforce workers and partners.
- Develop structured course books that cover material and allow trainees to take notes, and "own" the practitioner model.
- Create dynamic slide presentations as visual aids for the training.
- Build in techniques to ensure the training is applied on the job.
- Provide learning and customer feedback evaluations for the training.

Scheduling Classes

GMAC will apply the following procedures to all training programs offered to Workforce Connections, partners, staff and providers who will participate in the Practitioner work groups as part of the professional development classes:

- Although most classes will be scheduled during normal weekday business hours, Workforce Connections reserves the right to schedule activities on any shift and on weekends.
- Classes will start and end at the scheduled times. If a class of students finishes the class material significantly ahead of the class schedule, the instructor will provide additional material to complete the class hours. Although most training will be scheduled a minimum of thirty (30) days in advance, occasionally a class will be scheduled with five working days' notice.
- A schedule from Workforce Connections, will be emailed to the Contractor and as the attached schedule of classes suggests, classes should be outlined and scheduled for the first quarter within 45 days of the contract announcement. The GMAC Project Manager (PM) will be responsible for working with Workforce Connections personnel to ensure coverage of all scheduled classes. The PM will assist in maintaining the course schedule and required "just-in-time training."

Classroom Backup Procedures

- A primary and secondary instructor will be assigned to each scheduled class. The secondary instructor will be available and prepared to facilitate courses whenever necessary. This backup procedure will remain in effect until the actual commencement of the course.
- All instructors are required to provide adequate notice to the PM regarding any situations that may result in tardiness or absence as related to an assigned course.

GMAC will in-turn immediately notify Workforce Connections of any necessary adjustments.

Canceling Classes or Meetings

GMAC will notify Workforce Connections by phone followed by email of any class cancellations ten (10) working days prior to scheduled date; the class or meeting will then be rescheduled without penalty to GMAC.

Cancellations given less than ten (10) working days prior to scheduled date will be rescheduled at a convenient time for students, and GMAC will pay a penalty of \$500 per class, which will be subtracted from the next invoice.

Estimated Timeframe

Period of Performance

Based on the terms of the RFP, we are prepared to start work immediately following award of the contract. Below is our proposed estimated timeline, based on the tasks and deliverables described in the RFP. We are open to making adjustments to this schedule/timeline after our post-award conference based on the priority of or specific needs of Workforce Connections. **(Appendix B)**

Understanding the period of performance is approximately a year from the date of the grant award. GMAC has put together a sample deliverable timeline to give a big picture of how we envision operating this RFP. Please note this is deliverable is just an estimate and of course will be revised, if awarded, with modifications, suggestions, and deletions made by Workforce Connections. **(below please find an edited deliverable schedule)**

DELIVERABLES	PROPOSED TIMELINE
<ul style="list-style-type: none"> ▪ Kick-off meeting and work plan ▪ Decision of courses to be delivered and developed 	<p style="text-align: center;">Within 1 week of award</p>
<ul style="list-style-type: none"> ▪ Draft Apprenticeship course design for DOL and Nevada State Apprenticeship Board. ▪ Check in with partners on Apprentices (types) and businesses Practitioner Program will target ▪ On Going meetings with DOL Region 6 Apprentice Liaison for input and guidance for accreditation ▪ 30 Days from Award Date/ training series begins 	<p style="text-align: center;">Within 4 weeks of award</p>

DELIVERABLES	PROPOSED TIMELINE
<ul style="list-style-type: none"> ▪ Final course design for submission for approved registration with aforementioned parties listed in RFP. ▪ Draft of course mock ups to be delivered 	<p>Within 6 weeks of award</p>
<ul style="list-style-type: none"> ▪ Training agenda outline with a launch date of 60 days from contract award with approved certificated DOL trainings this firm is authorized to deliver. ▪ DOL registration should be approved by this time. 	<p>Within 6 weeks of award</p>
<ul style="list-style-type: none"> ▪ New Courses for Apprenticeship 101 starts 	<p>Month 3 from announcement of award</p>
<ul style="list-style-type: none"> ▪ New Course Training Calendar approved and facilitated 	<p>Month 3 & 4</p>
<ul style="list-style-type: none"> ▪ Summary of Workshop evaluation including results of participant evaluation forms ▪ Case Manager / Retention Specialist comes on board for follow up 	<p>Months 5 & 6</p>

Part 2.

GMAC: Experience and Knowledge

GMAC is a Las Vegas - based management consulting firm with a proven track record of delivering exceptional training and organizational development services. Since 1998, GMAC has been helping organizations manage their programs, systems, and people. We specialize in providing these services to clients in Federal, state, and local governments; nonprofit, educational, and community-based organizations; and the private sector. Our customers have included the U.S. House of Representatives and the U.S. Departments of Labor, Education, Agriculture, and Health and Human Services, state and local entities, community-based service providers and non-profit organizations, and private industry.

GMAC’s staff is dedicated to providing the quality services needed to address a range of organizational challenges in a variety of workplace settings. We collaborate with our customers to develop solutions that address organizational and human performance problems, design and communicate programs to meet their needs, and improve the management and support systems that form the foundation of an effective organization.

Our goal is to build customer capacity by providing support tools, materials and technical assistance, coaching, and training to improve the overall performance of federal agencies. When GMAC addresses a client’s needs, we customize a solution that utilizes a variety of these tools in order to produce the most optimal results. Our capabilities include:

- ⇒ **Training** – Designing and implementing learning systems that empower employees by emphasizing the transfer and retention of essential skills and knowledge.
- ⇒ **Organizational Development** – Creating systems and interventions tailored to meet customers’ needs.
- ⇒ **Change Management** – Empowering organizations by building internal change management capabilities.

GMAC’s flagship training and organizational development programs include serving (for over a decade) as a contractor for the U.S. Department of Labor’s Center for Continuous Learning and Career Management and the U.S. Department of Health and Human Services’ Federal Occupational Health service, which provides training and organizational development services to all Federal agencies.

Our client-centered service delivery model includes the following core elements:

- Learning and understanding our clients’ business goals and practices
- Partnering with our clients to ensure their success
- Offering efficient and effective services that provide a good value
- Applying proven models, but customizing them to meet specific needs
- Using innovative methods to develop creative solutions
- Providing highly experienced professionals.

GMAC recognizes that consulting services are most effective when clients are actively engaged in project design and implementation. Therefore, we actively seek our clients’ input. Through our strong partnerships, we can truly commit to conducting a project that achieves desirable outcomes by encouraging shared information, open communication, and above all, teamwork.

GMAC has a long history of being committed to the personal and professional empowerment of all people, especially those who are often underrepresented. GMAC works to improve the quality of services to individuals by providing training, organization compliance reviews, strategic planning, and other organization development support.

GMAC has the corporate and staff expertise to perform the services requested by Workforce Connections. Our expert trainers and organizational development experts have decades of experience in designing and delivering high quality training services. Our approach helps our clients achieve success on their own terms, supported by the wide range of tools – including curriculum, one-on-one support, and state-of-the-art technology – that we offer.

Range of Training Services

As highlighted in the overview of our corporate experience in the Section above, GMAC Consulting offers a wide range of organizational development and training services to

improve our client's goal and help them to achieve their individual and organizational goals. We believe in partnering with our clients to provide the highest quality service and greatest customer satisfaction. Whether the project is a short training program or long-term change effort, we work closely with our clients from the outset of a project and see it through to the end to ensure the process runs smoothly and that the client is completely satisfied each step of the way. Below we highlight the training and organizational development we offer to this RFP for the Apprenticeship Practitioner Model.

Training Services

Services under this area include off-the-shelf or customized, off-the-shelf training packages to meet specific agency needs related to management, organizational and business improvement services, we have listed the courses that support services for the state workforce such as dealing with conflict, sexual harassment, effective management principles, case management, employer engagement, customer service, and supervision, and performance feedback and improvement.

Off-the-Shelf Training (OTS)

All organizations operating today face a common set of challenges, such as providing excellent customer service, working effectively in teams, managing diversity, communicating effectively, learning how to lead organizational change, creating effective supervisors, and so on. To help our clients address these needs in a cost-effective way, GMAC has developed and co-developed a series of "off-the-shelf" training courses on common organizational issues, most of which are certified courses taught and approved by U.S. Department of Labor's Center for Continuous Learning and Career Management. These courses offer exceptional value because the core content has already been developed, refined, and proven effective through repeated application and passed as approved by DOL'S rigorous standards.

Dr. Grant, is one of a few national trainers who is a certified Master Instructor in all U.S. Department of Labor's Center for Continuous Learning and Career Management courses. Rather than develop a whole new course, the content can be rapidly customized to our clients' workplaces with only minor changes that ensure the training reflects the reality faced by employees. This is an added bonus we offer to Workforce Connections. We have three basic types of off-the-shelf training courses:

- **Briefings** – Briefings are short, informational training programs typically lasting about half a day. They are designed to provide a great deal of practical information in a short session. Briefings are excellent for leaders and managers who are pressed for time, or for addressing very specific issues.
- **Workshops** – Workshops are training programs lasting one to three days, typically focused on information and skill development. Workshops stress participation, active learning, and practice to help learners stay engaged and acquire skills.

- **Learning Laboratories** – Learning laboratories are interventions that blur the traditional line between performance and training to deliver maximum impact. They involve learning in actual work situations, such as learning how to manage a meeting during a real meeting. During laboratories, our experienced facilitators and instructors take advantage of naturally occurring “teachable moments” to provide feedback, teach new techniques, or point out alternative approaches. Because they coincide with real work, laboratories vary in length

Our Approach to Adult Learning

GMAC recognizes the special needs of adult learners. Our trainers have built upon the work of Malcolm Knowles, who is credited with causing the dramatic shift from “teaching-oriented” adult education to “training-oriented” adult education, to develop our own Best Practices based on our extensive experience with designing, developing, delivering, and evaluating training programs.

We rely on five basic tenets of adult education to guide our professional development programs. These include:

1. **Adults Learn Best by Doing.** Do courses limit lectures as much as the topic allows, giving participants maximum time for practice and discussion? In this regard, we will look for a learning environment where participants are able to practice their learning through activities that are designed around client specific situations.
2. **Adults Learn Best When the Learning Experience Is Competency-Based.** Is the training course designed to help participants acquire skills as they conduct practice exercises or work on real issues that, for example, relate to specific competencies?
3. **Adults Learn Best When the Learning Experience Is Problem-Centered.** Does the training bridge training and work by incorporating real or realistic problems into the course? In problem-centered training the participants themselves actually address part of their current workload by identifying and working on solving real problems.
4. **Adults Bring Knowledge and Experience with Them into the Learning Situation.** Does the course allow for the use of breakout work groups and other problem-solving structures as much as possible? These enable participants to share what they know with other participants and apply what they already know to new material or skills being learned.
5. **Adults Have Differing Learning Interests, learn at Different Rates, and Have Different Learning Styles.** Does the course use different training techniques, tools, and methods to ensure that each participant has a chance to learn in his or her strongest learning mode, and to keep the training experience diverse and interesting for all participants?

Our Approach to Materials Development

We place great emphasis on the quality of the participant guides, trainer guides, and visuals we develop for each training program because participants will be far more likely to have confidence in materials that are:

- **Content Rich.** We employ interesting, sufficiently detailed, and tailored treatments of subjects; we include back-up materials, bibliographies, and other reference resources to promote further study.
- **Well Written.** We make succinct, clear, and interesting presentations using simple language; we use examples, data, references and illustrations to elucidate major points.
- **Well Organized.** We group important points into lists of five to seven items, a number the reader can easily retain. We employ headings, which help readers organize the material in their minds and remember it more easily.
- **Well Designed.** We make text reader-friendly by insisting on a consistent, graphically pleasing, well-laid-out format that has a visual appeal (e.g., eye-catching and visually pleasing fonts).
- **Carefully Produced.** We ensure that all our documents are accurately word-processed, cleanly copied or printed, complete, and properly sequenced.

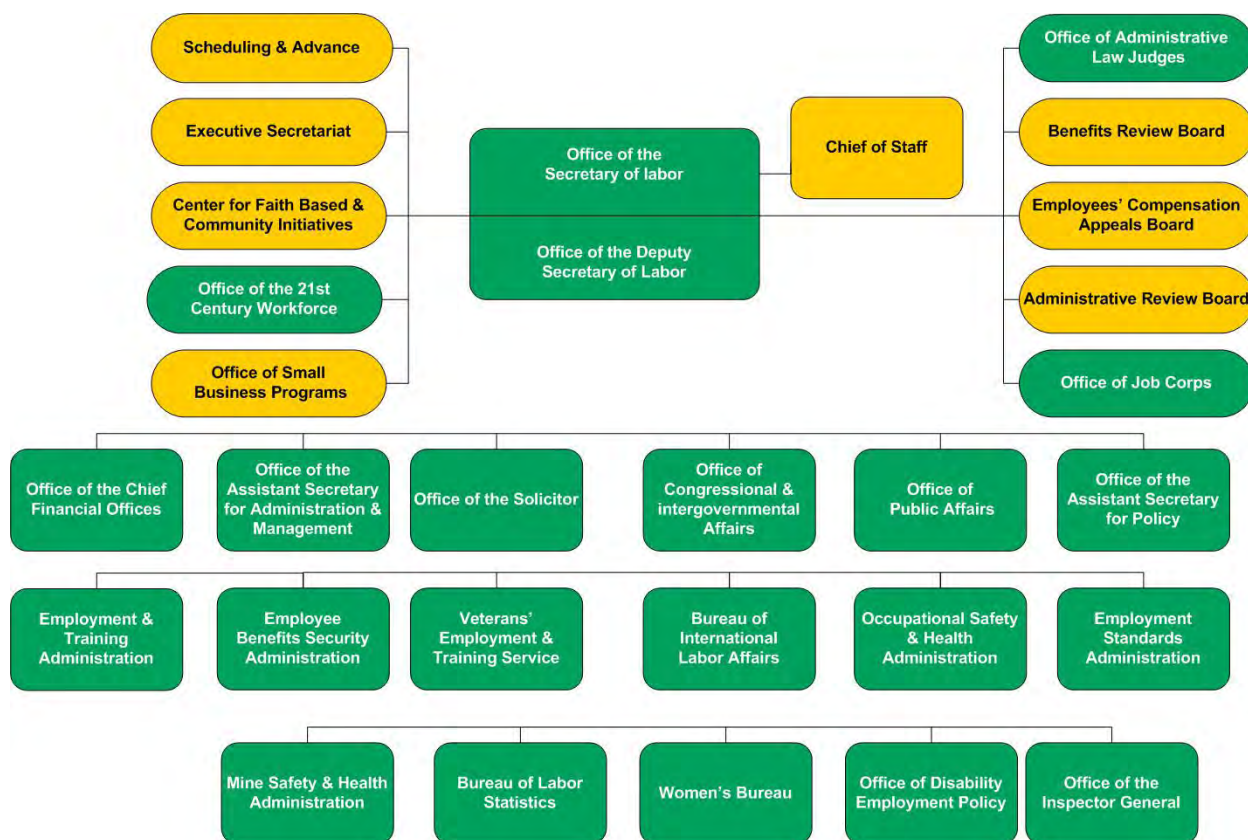
GMAC Consulting Past Performance

GMAC is a long time, proud partner of U.S. Department of Labor. We have successfully planned, implemented, or evaluated training programs for every major DOL agency as either a contracted prime or brought on as a sub-contractor. (see Exhibit 1)

We believe, therefore, that our 18 years of demonstrated effectiveness in supporting the mission of DOL uniquely qualify us for the proposed work.

We demonstrate our breadth of experience with and understanding of DOL programs through the exhibit below. The boxes in green indicate the agencies/offices with which GMAC has worked.

Exhibit 1: DOL Agencies with Which GMAC Has Worked



Below GMAC presents an edited sample of past performance descriptions of work with a variety of organizations.

- Program and Technical Support for the Office of Continuous Learning and Career Management, Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.** Through this contract, GMAC (as sub-contractor), develops, and delivers training courses; writes and produces training related publications; and provides organizational development services to all agencies within the U.S. Department of Labor (USDOL) through its Office of Continuous Learning and Career Management (OCLCM). For all programs developed or delivered, GMAC provides training administration, needs assessment, evaluation, and logistics support services, including registering, notifying, and tracking participants; scheduling training; developing record keeping databases and performance reports; and coordinating nationwide hotel and travel arrangements for trainers. GMAC also initially provided computer training and support services to the DOL Academy's Computer Assisted Learning Center (e.g., working with trainees using CBT packages and developing databases).
- Provide Training, Consulting, and Organizational Development Services, Federal Occupational Health, U.S. Department of Health and Human Services.** Federal Occupational Health (FOH), an agency within the U.S. Department of Health and Human Services, serves as a broker to other Federal government agencies to meet their organizational development and training needs. Since 2007, GMAC Consulting has served as FOH's on call contractor source for providing these

services. Under this contract, we have completed more than 12 assignments for over 16 different clients. Examples of the types of projects performed under this Blanket Purchase Agreement include:

- ▶ Conducted a wide scope of training programs focusing on areas including coaching and mentoring of employees, career development, diversity, leadership skills, customer service, and building teams.
 - ▶ Conducted workshops focusing on professional skill development, such as *Presentation Skills Laboratory*, which focuses on preparing a presentation, planning, and organizing the content of the presentation; and the application of delivery techniques.
 - ▶ Conducted organizational climate surveys in a variety of agencies to assess employees' opinions and attitudes toward various aspects of work crucial to employee productivity and satisfaction
 - ▶ Conducted team assessments using focus interviews and team development surveys to obtain work group feedback to improve team effectiveness in the areas of communication, conflict resolution, and mission clarity / **Team Assessment and Team Building, Health Resources and Services Administration (HRSA), US Department of Health and Human Services (HHS)** Designed and conducted a series of team building sessions focusing on communication and staff-leader work styles. Provided leadership coaching on leadership style and performance management.
- **Change Management Training and Consulting, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.** As part of OSHA's major reorganization, GMAC subcontracted with D.C. TATC consulting to provide significant management support services to the agency. These services include developing organizational change proposals and assisting in the development of new mission and function Statements for OSHA. GMAC provided change management training and consulting services to OSHA's "Getting Results through Improving Performance" Area Office redesign initiative.
 - **Change Management and Strategic Planning, Alexandria and Arlington (Virginia) Local Government.** GMAC provided consulting services to the Arlington Department of Human Services and the Alexandria/Arlington Workforce Development Consortium as the two agencies reorganized the local workforce development system to meet new federal and state requirements. We assisted in the development of a strategic plan that framed the structure of the new Arlington/Alexandria Workforce Investment Board (WIB) and worked directly with the planning committee.
 - **Provided Change Management Support to a Process Improvement Initiative, Office of Hearings and Appeals, Social Security Administration.** For the Office of Hearings and Appeals (OHA) of the Social Security Administration (SSA), GMAC provided implementation support to their Hearings Process Improvement (HPI) initiative. GMAC provided training on change management best practices and principles, facilitated team meetings to achieve implementation objectives, and developed recommendations.

- **Provided Support to Secretary of Labor Executive Retreats, Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.** We supported the implementation of a three-day retreat for DOL Executive staff. The retreat focused on sharing the Secretary of Labor's vision, goals and objectives to support the development of action plans at the departmental and agency levels. GMAC recorded proceedings of all sessions, prepared a report of retreat activities, supported DOL Executive staff in the preparation of presentations and materials, provided on-site logistical support for all retreat activities, and prepared an evaluation format for completion by all retreat participants.
- **Assisted in the Development and Implementation of Self-Directed Working Teams, Atlanta Region of Job Corps, U.S. Department of Labor.** This project involved developing a work plan and schedule of activities for all tasks at Job Corp's regional office and facilitating strategic planning meetings for the project's steering committee. GMAC supported the steering committee in the implementation of the work plan and conducted training sessions for newly formed work teams.
- **Provide Management and Technical Support to DOL/OSHA Directorate of Cooperative and State Programs, Occupational Safety and Health Administration, U.S. Department of Labor.** GMAC is providing management and technical support. We plan, organize, and facilitate planning meetings of senior staff and assist in the development of project work plans for the Directorate's various organizational components.

Demonstrated Knowledge

GMAC has a proven track record of success implementing professional development and training programs both locally and nation-wide and for nine years was the lead organizational consultant for the City of Los Angeles, Economic and Workforce Development Department, working the General Manager and Assistant General Manager on second largest U.S. Department of Labor Workforce Investment Act system. Dr. Grant successfully served as the technical assistant trainer and C-Level mediator for 17 Work Source Centers which provided employment and training services to over 100,000 residents in the greater Los Angeles area. He also served as lead trainer and case manager SME for the City's Youth Source system and worked with the staff in all 13 centers to provide soft skills, employment and follow up trainings.

Currently, I am lead organizational development consultant for the 14 funded U.S. Department of Labor Funded Youth Build grants and I have extensive experience working with agencies and organizations on Apprenticeships and identifying partners for these groups.

GMAC also worked with the State of California Employment Development Department on the state's Apprenticeship model and created resource materials that are and have been used throughout the State of California.

We have the expertise and capacity to provide onsite training, offsite training, just-in-time training, one-on-one training, train-the-trainer training, customized training, and off-the-

shelf training. Our top-down course development strategy ensures the objectives and specific customer requirements are fully integrated into the overall training program.

General Qualifications

GMAC feels we would be an excellent partner with Workforce Connections and would be honored with the opportunity to design and implement an exemplary Apprenticeship Program training program and assist with facilitating the trainings to deliver a system wide customer based policy and procedure manual inclusive all state WIOA offers. We are uniquely qualified to provide this service to Workforce Connections for the following reasons:

- Our **Client Partnership** approach is intended to collaborate with the customer to remove and work around barriers. Using our stakeholder analysis approach, we design and develop a partnership plan to ensure a successful relationship throughout the contract. We establish regular updates and communication processes to ensure our understanding of customer expectations.
- **Front End Analysis and Performance-Based Training Expertise.** GMAC is a proponent of Front-End Analysis and performance-/competency-based skills development methodologies. Our **Assessment and Evaluation** processes are designed to effectively measure and report learner skills before and after training.
- **Workforce Training Experience.** GMAC has been delivering human performance improvement interventions for more than 18 years. We assimilate adult learning practices and principles as the theoretical underpinnings of our work to provide the "best possible learning solutions and systems" to our customers.
- Our **Instructional Design and Development** methodology is intended to streamline, customize, and localize learning content, while leveraging existing and off-the-shelf materials. We have the knowledge, experience and capabilities to undertake the entire process of training development, assessment and evaluation, starting with analysis of both the short- and long-term needs of the group to be trained (see Appendix B).
- **Rigorous Project Management Process.** We adhere to proven project management practices to make certain programs are completed on-time, within budget, and to the satisfaction of our clients. Our project management process includes close interaction with the customer, detailing activities, scheduling, and monitoring project costs to ensure successful program results.



Professional Services Agreement

This Agreement is made and entered into as of this **1st day of October, 2015**, by and between the Local Workforce Development Board (LWDB), administrative entity for local workforce investment activities, hereinafter referred to as Workforce Connections (WC), and **PRISM Global Management Group, LLC**, whose mailing address is **701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074**, hereinafter referred to as “Contractor”.

The parties hereto agree as follows:

I. Scope of Services.

In compliance with all terms and conditions of this agreement, the contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or work “hereunder”.

A. Contractor’s Proposal.

The scope of service shall include the contractor’s proposal or bid which shall be incorporated in this agreement by this reference as set forth herein. In the event of any inconsistency between the terms of such proposal and this agreement, the terms of this agreement shall govern.

B. Compliance with the Law.

All services rendered hereunder shall be provided in accordance with all statutes, rules and regulations of WC and any Federal or State agency having jurisdiction in effect at the time services are rendered.

C. Licenses, Permits, Fees and Assessments.

Contractor shall obtain, at its sole cost and expense, such licenses, permits, insurance and approvals as may be required by law for the performance of the services described in this agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the contractor’s performance of the services described in this agreement, and shall indemnify, defend and hold harmless WC against any such fees, assessments, taxes penalties or interest levied, assessed or imposed.

D. Incorporated Documents.

Certification Regarding Debarment and Suspension	[Attachment A]
Contractor’s proposal/scope of services	[Attachment B]
Copy of insurance	[Attachment C]

E. Entire Agreement.

This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representation, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. Unless otherwise expressly authorized by the terms of this contract, no modification or amendment to this contract shall be binding upon the parties unless the same is in writing and signed by the respective parties.



F. Waiver of Contractual Rights.

The failure of any party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

G. Insurance Requirement.

The contractor shall procure and maintain professional liability insurance coverage in the minimum amount of \$1,000,000.00, including coverage for errors and omissions caused by contractor's negligence in the performance of services or work under this agreement. The professional liability insurance must be with an insurance carrier authorized to conduct business in the State of Nevada. Copy of the certificate of insurance must be provided to WC prior to contractor commencing work.

Contractor shall cause WC to be named as an additional insured under such professional liability insurance policy. As long as this agreement is in effect, such professional liability insurance policy shall provide for thirty (30) days prior written notice of cancellation to WC. The professional liability insurance policy shall continue to be enforceable for a minimum period of one (1) year, following the termination of this agreement.

To the fullest extent of limited liability as set forth in this section, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person described in this paragraph. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party with thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

II. Compensation.

A. Agreement Sum.

For the services rendered pursuant to this agreement, the contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as exhibit "B" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$72,000.00**.

B. Method of Payment.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which contractor wishes to receive payment no later than the first working day of such month contractor shall submit to WC financial manager, an invoice for services rendered prior to the date of the invoice, including appropriate documentation of each expense incurred. WC generally will process and pay invoices within 15 business days from receipt.



C. Audit of Records.

Contractor shall maintain complete and accurate records of all expenditures, disbursements, and other cost items charged to WC for establishing the basis of an invoice, for a minimum of five (5) years from the date of final payment to contractor. All such records shall be clearly identifiable. Contractor shall allow WC representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

III. Time for Performance.

A. Term.

Time shall be of the essence of this agreement and the contractor agrees to satisfactorily complete all services and work within the time established in the Scope of Services.

Agreement Start Date: 10-01-2015

Agreement End Date: 09-30-2016

Condition: This agreement may be extended up to three (3) years. An approved extension, along with a payment schedule adjustment, will be in effect upon an amendment to this agreement executed by both parties. The agreement extension shall be approved by WC Executive Director and shall not render ineffective or invalidate unaffected portions of this agreement.

B. Termination.

WC reserves the right to terminate this agreement at any time, with or without cause, upon 30 days written notice to contractor. Upon receipt of notice of termination, the contractor shall immediately stop all services. Except where the contractor has initiated termination, the contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination, and for any services authorized by WC in accordance with the schedule of compensation.

C. Responsibility upon termination.

Any equipment provided by WC to the contractor in connection or furtherance of contractor's services or work under this agreement, including but not limited to, computers, laptops, and personal management tools, shall, immediately upon termination of this agreement, be returned to WC.

A. Prohibition against Subcontracting or Assignment.

Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of WC. In addition, neither this agreement nor any interest herein may be transferred, assigned, conveyed or encumbered voluntarily or by operation of law, without the prior approval of WC. In the event of any such unapproved transfer, this agreement shall be void. No approved transfer shall release the contractor or any warranty of contractor of any liability as provided under the terms of this agreement.

B. Independent Contractor.

Contractor is an independent contractor. Neither contractor nor any of contractor's officers, employees, agents or subcontractors, if any, is an employee of WC by virtue of this agreement or performance of any services under this agreement.



C. Severability.

If any provision contained in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this agreement unenforceable.

D. Failure to Perform.

Failure by contractor to fulfill any or all of the services as specified in the scope of services constitutes breach of agreement. WC may seek, without limitation, the following remedies:

1. WC will make reasonable effort to assist contractor in meeting its obligations;
2. Withholding progress payment until WC considers the contractor to be in compliance;
3. Withhold an amount equal to the unmet portion of the total amount agreed to the contractor;
4. Terminate agreement if, within 30 business days of an issue being identified/addressed, contractor remains unable to comply.

E. Force Majeure.

Neither party shall be deemed to be in violation of this agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms and conditions of this contract after the intervening cause ceases.

F. Changes in Work.

No payment for changed or additional work shall be made unless the change or additional work has first been approved in writing by WC's contract manger and the parties to this agreement have agreed upon the appropriate adjustments/amendments, if any, to the payment schedule and maximum payment amount for the changed or additional work. WC's contract manager may order changes to the scope of work if determined to be appropriate and in the best interest of WC.

Whether a change to the scope of work is proposed by the contractor or ordered by WC's contract manager, the parties to this agreement shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work/services.

An approved change, along with the payment adjustment, if any, will be effective upon an amendment to this agreement executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this agreement.

G. Workplace Behavior.

Contractor, contractor's employees, agents and subcontractors, if any, shall comply with WC's alcohol and drug-free workplace policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of WC or while using WC's facilities or equipment.



IV. Confidentiality.

A. Confidential Nature of Information.

Contractor shall treat all information obtained from WC in the performance of this agreement as confidential and proprietary to WC. Contractor shall treat all records and work product prepared or maintained by contractor in the performance of this contract as confidential.

B. Limitation and Disclosure.

Contractor hereby agrees that it will not use any information obtained as a result of the performance of work for any purpose other than fulfillment of contractor's scope of work. Contractor will not disclose any information prepared for WC, or obtained from or as a result of the performance of work to any person other than WC, or its own employees, agents or sub-contractors who have a need for the information for the performance of work under this agreement unless disclosure is specifically authorized in writing by WC contract manager.

C. Security of Information.

Contractor hereby agrees to inform WC immediately of any request for disclosure of information or any actual or potential disclosure of information.

V. Conflict of Interest.

Contractor shall not attempt to use contractor's position to influence a WC decision in which contractor knows or has reason to know contractor has a direct or indirect financial interest other than the compensation promised by this agreement. Contractor will immediately inform WC's Executive Director if contractor learns of a financial interest of contractor's during the term of this agreement that might create an actual or apparent conflict of interest.

VI. Fair Employment Practices.

Contractor assures and agrees to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, color, ethnicity, national origin, religion, ancestry, creed, physical disability, medical condition, marital status, sex, age, or other status protected from workplace discrimination by Federal, State or local law or regulation.

VII. Claims.

Should any claim or action be brought, either directly or indirectly relating to the contractor's services or work under this agreement, the contractor shall render to WC, without compensation, any proper and necessary assistance which WC may require.

VIII. Dispute Resolution

In the event of a dispute between the contractor and WC that cannot be resolved satisfactorily between the parties, third party mediation shall be commenced and concluded utilizing a mediator acceptable to the contractor and WC prior to pursuing either arbitration or legal action. Fees for mediation shall be shared equally between the contractor and WC. Legal action brought by the contractor or its representatives, if any, shall be made in Clark County. In the event of either arbitration or litigation the prevailing party shall be entitled to an award of attorney's fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this agreement until the dispute is resolved.

~~workforce CONNECTIONS~~
workforce CONNECTIONS
PRISM PART/PRISM POSSESSIONS
WC-15-PSA-PRISM-00

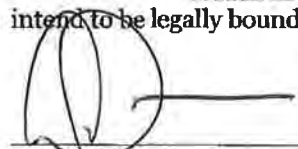
IX. Independent Parties.

Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

X. Proper Authority.

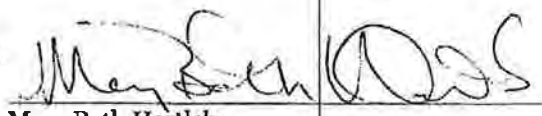
The parties hereto represent and warrant that the person executing this agreement on behalf of each party has the legal capacity and authority to enter into this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby.



Ardell Galbreth
Workforce Connections
Executive Director

10/07/2015
Date



Mary Beth Hartleb
PRISM Global Management Group, LLC
Chief Executive Officer (CEO)

10/7/15
Date:



Attachment A

Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions

[29 CFR Part 98 Subparts A-E]

- A.** As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, Sections 85.105 and 85.510, the Sub-recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
 4. Have not, within a three-year period preceding the effective date of the Sub-recipient Contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- A.** The service provider shall provide immediate written notice to WC if at any time the service providers learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- B.** Service providers agrees and understand that, it shall not knowingly enter into any lower tier covered transaction with a person or entity who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.
- C.** This certification is a material representation of fact upon which reliance was placed when WC determined to enter into this transaction. If it is later determined that the prospective service provider knowingly rendered an erroneous certification, WC may terminate this contract agreement.



Attachment B

Contractor's Proposal/Scope of Services



PROPOSAL FOR:

Workforce Connections

Human Resource Consulting RFB

August 14, 2015

PRISM Global Management Group, LLC
www.PrismHRC.com
702-990-3344
701 N. Green Valley Parkway, Ste. 200
Henderson, NV 89074

1



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PRISM Global Management Group, LLC 2
www.PrismHRC.com
702-990-3344
701 N. Green Valley Parkway, Ste. 200
Henderson, NV 89074



ABOUT US

PRISM was founded in 2003 by Mary Beth Hartleb who recognized a need in the marketplace for an HR outsourcing company. PRISM is a 100% woman owned business. We believe in a holistic approach to the workplace by balancing human resource needs with efficient operations, profit and growth. A focus on cultural integration, the right people and processes results in the ultimate goal- profit.

The establishment of human resource departments, employee relations, legal compliance programs, process improvement and organizational design elements, customized training programs, a recruiting division and insurance brokerage services eliminate the need for multiple vendor relationships. PRISM is designed to offer a full suite of services or a la carte offerings when and how your business needs them, with full consideration of budget and timelines.

Our clients consist of small to medium size businesses across industries including for profit, not for profit, non-profit and project based work for larger organizations. We operate without borders and have international and out of state clients. 99% of our business is referral based, and we usually save clients from 25 – 50% of the cost of hiring an in-house HR professional. We are proud that our first client is still a client today!

The PRISM team is comprised of administrative support personnel, a communications specialist and HR professionals with diverse, related experience in multiple industries and knowledge of best practices. We are well versed in the Paylocity payroll, HR and employee self-service system and assist several clients with maximizing the potential of the system for greater efficiency.

We believe employers should have full control over their business and employees. You retain control of employee records and all decisions related to your business.



MARY BETH HARTLEB, J.D., SPHR-CA



Mary Beth's career spans over twenty years in the human resources field working for Fortune 500 companies while developing human resource departments for smaller, entrepreneurial ventures. She founded PRISM in 2003 and currently serves as CEO. PRISM is a woman owned business.

She works in the areas of recruiting and staffing, training, compensation, benefits design and administration, policy and procedure development, mergers and acquisitions, employee and labor relations and insurance brokering in life, health, property and casualty insurance. She is experienced in various industries including gaming, restaurant, telecommunications, broadcasting, government contractors and non-profit organizations. She has also owned international businesses in the import/export industry.

She served in a voluntary role as 2003 President of the Southern Nevada Human Resource Association and serves as the SHRM State Council Director in 2010 and 2011. She currently serves on the Legislative Committee for the Henderson Chamber of Commerce. In 2007, she was awarded the Woman in Business Champion award by the United States Small Business Administration. In 2010, In Business awarded her the Entrepreneur Award and in 2011, NAWBO recognized her as the Entrepreneur of the Year.

Mary Beth is often quoted in business publications as a subject matter expert and also authors several articles on workplace trends and topics. She is an adjunct instructor for the UNLV Continuing Education program.

Mary Beth holds a juris doctorate degree from the William S. Boyd School of Law, a master's degree in Human Resource Management and a bachelor's degree in Marketing and Business Administration. Her credentials include the Senior Human Resource Professional (SPHR-CA) designation from the Society for Human Resource Management.



PROJECT DESCRIPTIONS

- We currently work with several clients providing full HR support in administrative, operational and strategic areas. We assist with new hire orientation, field calls from employees, discuss employee relation issues and pending terminations with executive team and business owners, attend unemployment hearings, update handbooks, create policies and procedures, provide compensation data and support recruiting efforts.
- We are working with several clients in the use of the Paylocity system.
- We recently managed several difficult terminations for a variety of clients.
- Developed customized training program for international client with focus on leadership skills, cross-cultural competencies and generational aspects of the workforce.
- Provide harassment prevention training to many clients.
- Developed leadership training, union avoidance and labor relations course for government contractor.
- We are engaged in strategic discussions with one employer who is questioning the quality of applicants/employees, the selection process and retention.
- We work with many employment law firms and employers to conduct workplace investigations that mainly focus on some form of alleged discrimination or harassment. Two investigations are currently in progress.
- We are currently providing recruiting services for a local client; one search for an international client.
- We have worked with new organizations in the initial setup of their HR departments.
- We are currently working on several handbooks and policy developments, some related to confidentially agreements, protection of company assets and arbitration.



- We have drafted and reviewed several job descriptions and conducted compensation studies.
- We have implemented performance appraisal and/or coaching systems for clients.
- We provide benefits administration and brokerage services for some of our clients.
- We often respond to and attend unemployment hearings on behalf of our clients.



PRISM REFERENCES

CLIENTS

Brian Burton
CEO
Three Square
702-539-3430

Danielle Kelly
Executive Director
Neon Museum
702-387-1131

Ms. Debra Paige
COO (former)
AWG, Inc.
702-498-6361

Additional client references and recommendations are available on Linked In at
<http://www.linkedin/in/marybethhartleb>.



HUMAN RESOURCE SERVICES PROPOSAL

We have been supporting the human resources function for Workforce Connections since 2011. We believe we are well versed and qualified to continue in this capacity. We are proposing that our contract be renewed under the same scope of work and pricing currently in force. Specifically, human resources support in the areas of;

- Recruiting and staffing.
- Employee orientations.
- Employee relations.
- Performance management.
- Compensation studies and salary administration.
- Exit interviews.
- Ensuring compliance with local, state and federal law, and specific statutes.
- Ensuring compliance with operational policies and procedures, including the handbook.
- Conduct HR audits as necessary.
- Conduct compensation and benefits studies as necessary.
- Conduct EEO site visits and compliance checks with Workforce Connections providers. Act in the capacity of EEO Compliance Officer.
- Maintain Paylocity system.
- Conduct open enrollment and ongoing employee benefit questions and concerns.
- Provide onsite support two days per week.

Fee: \$3000 for HR support; \$3,000 for onsite support

Questions concerning this RFB should be directed to Mary Beth Hartleb, CEO of Prism Global Management Group, LLC, mbh@prismgmg.com, 702-990-3344.

We look forward to continuing our working relationship and partnership. Thank you for considering our proposal.



Attachment C

Professional Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services, Inc. 8925 W. Russell Road #220 Las Vegas NV 89148	CONTACT NAME: Diana Decker PHONE (A/C No, Ext): (702) 365-9800 FAX (A/C, No): E-MAIL ADDRESS: diana.decker@lpins.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A :Sentinel Ins Co LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Sentinel Ins Co LTD	11000	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Prism Global Management Group, LLC 701 N Green Valley Parkway Ste.200 Henderson NV 89074															

COVERAGES **CERTIFICATE NUMBER:15/16 Master** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	53WECGA0091	8/2/2015	8/2/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L EACH ACCIDENT</td><td style="text-align: right;">\$</td><td>1,000,000</td></tr> <tr><td>E.L DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td>1,000,000</td></tr> <tr><td>E.L DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td>1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L EACH ACCIDENT	\$	1,000,000	E.L DISEASE - EA EMPLOYEE	\$	1,000,000	E.L DISEASE - POLICY LIMIT	\$	1,000,000		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When Named Insured's operations are performed for Workforce Connections pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policies listed above: Additional Insured Status is determined by attached GL Form #SS00080405.

CERTIFICATE HOLDER <p style="text-align: center;">epias@nvworkforceconnectio</p> Workforce Connections 6330 West Charleston Blvd. Suite 150 Las Vegas, NV 89146	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jane Anthony/MEGHAN
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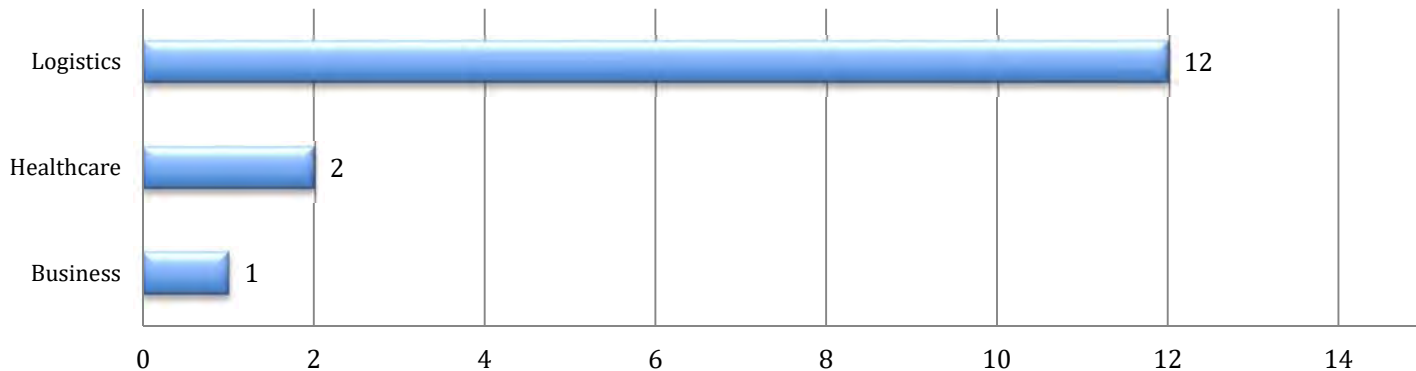
Agenda item 22. INFORMATION:

Business Engagement and Communication Reports ~ *Kenadie Cobbin Richardson, Director, Business Engagement & Communications*

- a. BEST In-Demand Jobs Report
- b. Pre-Screening & Referral Stats
- c. Top 200 Industry Credentials
- d. Nevada Day Super Hiring Event 2016

Business Engagement In-Demand Jobs Report

Industry Hires July 2016



	Business	Healthcare	Logistics
Jobseekers	1	2	12

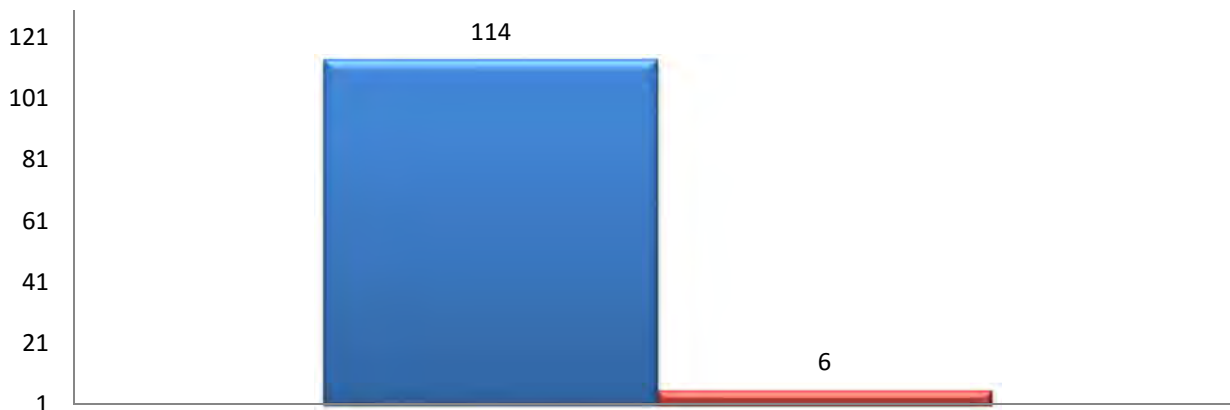
Time Period: July 1, 2016–July 31, 2016
 Number of Jobs (YTD): 15
 Median Wage: \$10.00
 Wage Range: \$9.00 - \$21.00
 OJTs: 6

Employers

Ace Fire Protection (1)	Lee's Liquor (2)
B & D Fingerprinting (1)	My Next Career Path (1)
Family Dollar (2)	Precision Opinion (3)
Healthcare Partners (1)	Sutherland Global (3)
Homewatch Caregivers (1)	

Highlighted names indicate new employers

BEST Pre-Screening & Referral Stats



	Jul-16
Jobseekers in attendance	114
WIOA Participants	6

Contracted Partners	Jul-16	Total	Goal	% of Plan
Goodwill	0	0	96	0%
HELP of So. NV	0	0	96	0%
Nevada Partners	1	1	96	1%
One-Stop/ResCare	3	3	120	2.5%
SNRHA	0	0	96	0%

Other Partners	Jul-16	Total
Job Connect	2	2
Vocational Rehabilitation		
Foundation for an Independent Tomorrow		
Hope for Prisoners		
St. Jude's Ranch		

Kenadie Cobbin Richardson
 Director, Business Engagement & Communications



TOP 200 CERTIFICATION IN SOUTHERN NEVADA

Many employers use industry-specific credentials to make hiring decisions. For millions of low-skilled and disadvantaged youth and adults, improved economic opportunity depends on their ability to access education and training that prepares them for college and/or career success.

Research and evaluations of job training programs for adults find that "a postsecondary education, particularly a degree or industry-recognized credential related to jobs in demand, is the most important determinant of differences in workers' lifetime earnings and incomes."¹ Ultimately, education and training increase a family's financial resources and helps parents stay employed and maximize their wages.

The Workforce Innovation and Opportunity Act (WIOA) supports this research and subsequently created a credential attainment measure that includes recognized postsecondary credentials and secondary school diplomas or their recognized equivalent.

Many jobs require some form of industry certification as a prerequisite to hiring. The thousands of certification options available mirror the vast and complex American economy. On the following page, you will find a list of the top 200 most requested or required credentials for work in Southern Nevada.²

¹ Anthony P. Carnevale, Nicole Smith, and Jeff Strohl, *Recovery: Job Growth and Education Requirements Through 2020*, Georgetown Public Policy Institute Center on Education and the Workforce, 2013, <https://georgetown.app.box.com/s/tll0zkxt0puz45hu21g6>.

² Burning Glass Report: Burning Glass Technologies delivers job market analytics that empower employers, workers, and educators to make data-driven decisions. Based in Boston, Burning Glass is playing a growing role in informing the global conversation on education and the workforce, and in creating a job market that works for everyone.



Top 200 Certifications in Greatest Demand in Southern Nevada

	Professions	# of Job Postings
1	REGISTERED NURSE	2,886
2	FIRST AID CPR AED	720
3	BASIC CARDIAC LIFE SUPPORT CERTIFICATION	588
4	LINE & ANTENNA SWEEPING (LAS)	369
5	SECURITY CLEARANCE	367
6	CDL CLASS A	333
7	ADVANCED CARDIAC LIFE SUPPORT (ACLS) CERTIFICATION	332
8	CRITICAL CARE REGISTERED NURSE (CCRN)	332
9	COMMERCIAL DRIVER'S LICENSE	299
10	CERTIFIED PUBLIC ACCOUNTANT (CPA)	250
11	BOARD CERTIFIED/BOARD ELIGIBLE	232
12	NURSE PRACTITIONER	200
13	CERTIFIED NURSING ASSISTANT	191
14	CASINO GAMING LICENSE	173
15	PROJECT MANAGEMENT CERTIFICATION (E.G. PMP)	142
16	CERTIFIED MEDICAL ASSISTANT	123
17	SERVSAFE	115
18	SOCIAL WORK LICENSE	114
19	CISCO CERTIFIED NETWORK ASSOCIATE	110
20	AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS (ARRT)	101
21	INSURANCE LICENSE	94
22	REAL ESTATE CERTIFICATION	90
23	AUTOMOTIVE SERVICE EXCELLENCE (ASE) CERTIFICATION	89
24	CERTIFIED CASE MANAGER	89
25	PHLEBOTOMY CERTIFICATION	88
26	CERTIFIED INFORMATION SYSTEMS SECURITY PROFESSIONAL (CISSP)	87
27	REGISTERED HEALTH INFORMATION TECHNICIAN	82
28	NEONATAL RESUSCITATION	81
29	NETWORK+ CERTIFIED	80
30	CERTIFIED A+ TECHNICIAN	78
31	REGISTERED HEALTH INFORMATION ADMINISTRATOR	78
32	CERTIFIED ASSOCIATE IN MATERIALS HANDLING	75
33	FORKLIFT OPERATOR CERTIFICATION	72
34	CERTIFIED PROFESSIONAL CODER	71
35	CERTIFIED INFORMATION SYSTEMS AUDITOR (CISA)	67
36	EMERGENCY MEDICAL TECHNICIAN (EMT)	67
37	LICENSED VOCATIONAL NURSE (LVN)	67

	Profession	# of Job Postings
38	PEDIATRIC ADVANCED LIFE SUPPORT (PALS) CERTIFICATION	67
39	CDL CLASS C	65
40	CISCO CERTIFIED NETWORK PROFESSIONAL (CCNP)	58
41	LIFE INSURANCE LICENSE	58
42	ADVANCED PRACTICE NURSE	55
43	ELECTRICIAN CERTIFICATION	55
44	CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA)	54
45	FAMILY MEDICINE	52
46	PHARMACIST	50
47	AMERICAN SPEECH - LANGUAGE HEARING ASSOCIATION	48
48	PROFESSIONAL ENGINEER	46
49	MICROSOFT CERTIFIED SOLUTIONS EXPERT (MCSE)	45
50	ENVIRONMENTAL PROTECTION AGENCY CERTIFICATION	43
51	MICROSOFT CERTIFIED PROFESSIONAL (MCP)	43
52	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION	43
53	SANS/GIAC CERTIFICATION	41
54	REGISTERED RESPIRATORY THERAPIST	39
55	SECURITY+	38
56	SERIES 7	38
57	CERTIFIED INFORMATION SECURITY MANAGER (CISM)	37
58	CERTIFIED PHARMACY TECHNICIAN	37
59	NURSING SPECIALTY CERTIFICATION	37
60	REGISTERED DIETITIAN	37
61	CERTIFIED REHAB NURSE	36
62	MICROSOFT CERTIFIED SYSTEMS ADMINISTRATOR (MCSA)	36
63	AMERICAN OCCUPATIONAL THERAPY ASSOCIATION (AOTA)	35
64	HOME HEALTH AIDE	35
65	CERTIFIED NURSE OPERATING ROOM (CNOR)	34
66	CERTIFIED TEACHER	34
67	CERTIFIED PROFESSIONAL CODER-HOSPITAL OUTPATIENT	33
68	HVAC TECHNICIAN CERTIFICATION (E.G. EPA 608)	33
69	PARALEGAL CERTIFICATION	33
70	QUALITY IMPROVEMENT	33
71	PROFESSIONAL IN HUMAN RESOURCES	32
72	IV CERTIFICATION	31
73	WELDING CERTIFICATION (E.G. AWS CERTIFIED WELDER)	31
74	MORTGAGE LICENSE	30
75	REFRIGERATION TECHNICIAN CERTIFICATION (E.G. CFC TYPE 2)	30
76	SENIOR PROFESSIONAL IN HUMAN RESOURCES	30

	Profession	# of Job Postings
77	AMERICAN HEART ASSOCIATION CERTIFICATE	29
78	COSMETOLOGY LICENSE	28
79	LICENSED BARBER	28
80	FOOD SERVICE SANITATION CERTIFICATION	27
81	ALCOHOL SERVER CERTIFICATION	25
82	AMERICAN PHYSICAL THERAPY ASSOCIATION (APTA)	25
83	CRITICAL CARE NURSE	25
84	NATIONAL BOARD FOR CERTIFICATION IN OCCUPATIONAL THERAPY (NBCOT)	25
85	TEACHING LICENSE	25
86	CERTIFIED CODING SPECIALIST	24
87	ACCIDENT HEALTH AND LIFE (INSURANCE)	23
88	MEDICAL BILLING AND CODING CERTIFICATION	23
89	SIX SIGMA CERTIFICATION	23
90	BASIC COMPUTER SKILLS	22
91	CERTIFIED DIALYSIS NURSE	22
92	CERTIFIED FINANCIAL PLANNER	22
93	CERTIFIED MEDICAL LABORATORY TECHNICIAN	22
94	CERTIFIED NEPHROLOGY NURSE	22
95	PERSONAL FITNESS TRAINER CERTIFICATION	21
96	PROPERTY AND CASUALTY LICENSE	21
97	SERIES 6	21
98	REGISTERED RADIOLOGIC TECHNOLOGIST	20
99	CDL CLASS B	19
100	TYPING CERTIFICATION	19
101	AMERICAN COUNCIL OF PHARMACEUTICAL EDUCATION (ACPE)	18
102	AIRFRAME AND POWERPLANT (A AND P) CERTIFICATION	17
103	CARE LICENSE	17
104	CERTIFIED LIFEGUARD	17
105	CISCO CERTIFIED INTERNETWORK EXPERT (CCIE)	17
106	NEVADA BAR	17
107	CERTIFIED SAFETY PROFESSIONAL	16
108	CERTIFIED WOUND CARE NURSE	16
109	CONTRACTORS LICENSE	16
110	DEA CERTIFICATE	16
111	FOOD SERVICE CERTIFICATION (E.G. FMP)	16
112	IT INFRASTRUCTURE LIBRARY	16
113	CERTIFIED SURGICAL TECHNOLOGIST	15
114	MEDICAL EXAMINER'S LICENSE	15
115	PRIVATE INVESTIGATION	15

	Profession	# of Job Postings
116	AIR BRAKE CERTIFIED	14
117	CERTIFIED DIABETES EDUCATOR (CDE)	14
118	CERTIFIED RECREATIONAL THERAPIST	14
119	HEALTH UNIT COORDINATOR	14
120	MANAGEMENT AND SUPERVISION	14
121	SERIES 63	14
122	AMERICAN SOCIETY FOR CLINICAL PATHOLOGY (ASCP) CERTIFICATION	13
123	CEU'S CERTIFICATE	13
124	SIX SIGMA GREEN BELT	13
125	AMERICAN BOARD FOR ENGINEERING AND TECHNOLOGY (ABET) ACCREDITED	12
126	AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS (ARRT) CERTIFICATION	12
127	CERTIFIED INFECTION CONTROL	12
128	INSURANCE AGENT CERTIFICATION	12
129	LIFE AND HEALTH INSURANCE LICENSE	12
130	PHARMACY TECHNICIAN CERTIFICATION BOARD (PTCB)	12
131	SPEECH-LANGUAGE PATHOLOGIST LICENSE	12
132	AMERICAN REGISTRY FOR DIAGNOSTIC MEDICAL SONOGRAPHY (ARDMS)	11
133	CERTIFIED ONCOLOGY NURSE	11
134	CERTIFIED PROFESSIONAL UTILIZATION REVIEW	11
135	CERTIFIED SURGICAL TECHNICIAN	11
136	DEPARTMENT OF TRANSPORTATION (DOT) MEDICAL CERTIFICATION	11
137	HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) CERTIFICATION	11
138	HAZARDOUS MATERIALS CERTIFICATION	11
139	PSYCHOLOGIST LICENSE	11
140	SERIES 65	11
141	TECHNICAL TRAINING CERTIFICATION	11
142	VETERINARY TECHNICIAN	11
143	BUSINESS LICENSE	10
144	CASH HANDLING CERTIFICATION	10
145	CERTIFIED BRAND PROTECTION PROFESSIONAL	10
146	CERTIFIED OCCUPATIONAL HEALTH NURSE	10
147	CERTIFIED PROFESSIONAL IN SUPPLY MANAGEMENT	10
148	INSTITUTE OF INTERNAL AUDITORS (IIA)	10
149	INVESTMENT ADVISOR	10
150	NURSING ADMINISTRATION	10
151	ADJUSTER CERTIFICATION	9
152	CHARTERED LIFE UNDERWRITER (CLU)	9
153	FUNDAMENTAL PAYROLL CERTIFICATION	9
154	HAZWOPER	9

	Profession	# of Job Postings
155	SIX SIGMA BLACK BELT	9
156	ADVANCED REGISTERED NURSE PRACTITIONER	8
157	CERTIFIED AMBULATORY PERIANESTHESIA NURSE	8
158	CERTIFIED LACTATION CONSULTANT	8
159	CERTIFIED MEDICAL TECHNOLOGIST	8
160	CERTIFIED RESPIRATORY THERAPIST	8
161	CERTIFIED SCRUB TECHNICIAN	8
162	CHARTERED FINANCIAL CONSULTANT	8
163	CHEMOTHERAPY CERTIFIED	8
164	CISCO CERTIFIED DESIGN PROFESSIONAL (CCDP)	8
165	HOME CARE CERTIFICATE	8
166	HUMAN RESOURCES (E.G. GPHR)	8
167	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)	8
168	LICENSED MARRIAGE AND FAMILY THERAPIST	8
169	MASSAGE THERAPIST CERTIFICATION	8
170	MEDICAL TECHNICIAN	8
171	SCRUM	8
172	VMWARE CERTIFIED PROFESSIONAL	8
173	ANESTHESIOLOGIST	7
174	CAREGIVER	7
175	CERTIFIED EMERGENCY NURSE	7
176	CERTIFIED HAIR STYLIST	7
177	CERTIFIED MEDICAL TRANSCRIPTIONIST	7
178	CERTIFIED PAYROLL PROFESSIONAL	7
179	CERTIFIED PEST CONTROL	7
180	CIVIL ENGINEERING CERTIFICATE	7
181	EMERGENCY MEDICINE	7
182	ENGINEER IN TRAINING CERTIFICATION	7
183	LICENSED MORTGAGE LOAN ORIGINATOR	7
184	ONCOLOGY CERTIFICATION	7
185	QUALITY MANAGEMENT CERTIFICATION (E.G. CMQ)	7
186	REGISTERED CARDIOVASCULAR INVASIVE SPECIALIST	7
187	SERIES 66	7
188	AMERICAN HEART ASSOCIATION CERTIFICATION	6
189	ATHLETIC TRAINER	6
190	BOARD CERTIFIED BEHAVIOR ANALYST	6
191	CERTIFIED FRAUD EXAMINER	6
192	CERTIFIED HOSPICE AND PALLIATIVE NURSE	6
193	CERTIFIED INTERNAL AUDITOR	6

	Profession	# of Job Postings
194	CERTIFIED NOVELL ADMINISTRATOR	6
195	CERTIFIED NUCLEAR MEDICINE TECHNOLOGIST	6
196	CERTIFIED PROPERTY MANAGER	6
197	CERTIFIED REHABILITATION COUNSELOR	6
198	CHARTERED PROPERTY CASUALTY UNDERWRITER	6
199	DATABASE ADMINISTRATOR (DBA)	6
200	FINANCIAL ACCOUNTING STANDARDS BOARD (FASB)	6

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