

Purchase Order Requisition

Purchasing Department use: P.O. Number 1764 Date June 21, 2017

Name and Address of Vendor/Contractor:
 First Coast Maritime Academy, Inc
 PO Box 330561
 2765 Mayport Rd.
 Atlantic Beach, Florida 32233

Mail Invoice to:
 Procurement Manager
 215 Market Street, Suite 300
 Jacksonville, FL 32202

Description of Supplies and/or Services Purchased: WIOA Out of School Youth Services for Out of School Youth for the period of July 1, 2017 – October 31, 2017. Services will be provided for 12 youth between the ages of 18-24 to become Able Seamen-Offshore Supply Vessel (able body seamen) and allow them to meet all the requirements deemed necessary by the United States Coast Guard. :

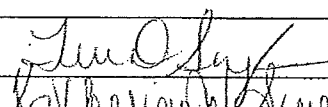
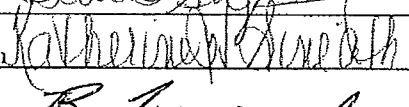
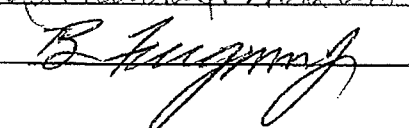
Quantity	Product Description (Be specific, Catalog number, etc.)	Unit Price	Total Cost
17 Weeks	Weekly incentives for participation in the program. Max \$200.00 a week for 12 participants for 17 week participation in the program.	\$2,400.00	\$40,800.00
17 Weeks	Transportation incentives for participants in the program. \$50.00 a week for 12 participants for 17 week participation in the program.	\$600.00	\$10,200.00
12	Incentives for completion/certification - \$250.00 and employment - \$250.00 (\$500.00) of 12 participants.	\$500.00	\$6,000.00
12	Coast Guard Certification (physical, drug screen, background screen, certificate, license and TWIC card)	\$450.00	\$5,400.00

THIS SECTION MUST BE FILLED IN!

- STATE CONTRACT # _____ Subtotal \$62,400.00
- QUOTES (Attached) Shipping _____
- SOLE SOURCE (Attach justification for sole source) Other _____
- BLANKET PURCHASE ORDER
 July 1, 2017 – October 31, 2017 Total Cost \$62,400.00
- MICRO PURCHASE and the cost is considered reasonable.

Purchasing Department Use:							
Element	Project	Transaction Code	Amount	Element	Project	Transaction Code	Amount

VENDOR JUSTIFICATION: Sole Source: First Coast Maritime Academy is the only establishment that provides sea-time in the workforce regional area where students graduate with all they need to immediately become employed as Able Body Seamen at a starting rate of approx. \$15.00 hr.

Requestor: Terri Singleton  Date 6/23/17
 Procurer: Katherine Sineath  Date June 23, 2017
 President: Bruce Ferguson  Date 6/23/17

FIRSTCOAST WORKFORCE DEVELOPMENT, INC.,
dba CareerSource Northeast Florida
Vendor Contract for Services with
FIRST COAST MARITIME ACADEMY
FCWD 2016 – FCMA01

1. Parties to Contract

This Contract is between the First Coast Workforce Development Board, Inc. referred to in this document as FCWD and First Coast Maritime Academy referred to as Vendor.

2. Purpose

This Contract between FCWD and Vendor is for the purpose of providing services as described in 5. Scope of Work.

3. Contract Type

The FCWD agrees to enter into Contract for the purchase of services with the Vendor.

FCWD agrees to pay for Vendor's services in an amount not to exceed \$135,000.00.

This amount is subject to the availability of funds and Vendor providing appropriate documentation relating directly to the delivery of services provided under this Contract.

4. Period of Performance

Services under this Contract shall commence 02/27/2017 regardless of the date of signatures and remain in effect until 06/30/2017. The balance of the training will be covered under separate agreement next Program year beginning July 1, 2017.

5. Scope of Work

CareerSource agrees to:

1. Assist with document completion and interpretation of eligibility for WIOA
2. Provide One-Stop access and other related resources
3. Provide stipends/incentives for participants based on budget
4. Provide funds for additional material and supplies based on budget
5. Provide transportation subsidy to qualified participants
6. Support those who are eligible for and would benefit from skills training as appropriate.
7. Provide a liaison to support project through end of program and close-out.
8. Refer qualified participants to occupational training programs which lead to industry recognized credentials
9. Enter participant data into EFM as appropriate

First Coast Maritime Academy agrees to:

Vendor Contract No. FCWD 2016 FCMA01

1. Develop program and program structure, content, and deliverables
2. Provide Able Body Seamen training - certificate as appropriate
3. Provide case management to all qualified participants
4. Assess participants before enrollment
5. Provide training and tools necessary to complete program
6. Provide a facility(s) for the purpose of the program
7. Develop Partnerships conducive to the enhancement of the program
8. Provide outreach efforts to recruit participants and businesses
9. Provide life skills, job readiness and various related trainings
10. Provide job shadowing and employment opportunities
11. Provide follow-up services as prescribed under WIOA

Total cost per program participant will be max \$9,000 for training costs to Vendor.

6. Completion of Performance

Notwithstanding any termination of this Contract and unless otherwise agreed to in writing, Vendor's obligations shall continue with respect to any service entered in to by FCWD referred customers for the term of those services. The rights and obligations of the Vendor and FCWD respecting those services shall be governed by the terms of this Contract as if such services had been completed during the effective term of this Contract.

7. Agreement of Payment and other Costs

CareerSource shall pay First Coast Maritime Academy a total \$9,000 for each participant.

Payments for training will be broken into the following phases:

1.) After each participant is, deemed eligible by CareerSource, enrolled in Employ Florida, and physically appears in the classroom training, First Coast Maritime Academy will be able to invoice CareerSource \$4,500 per participant.

2.) Upon completion of the third month of the program, First Coast Maritime Academy will be able to invoice CareerSource \$4,500 for each participant who remains in continuous training.

Payment request:

A payment request shall be submitted by the Vendor to FCWD within thirty (30) days following the end of each month. The invoice must be accompanied by all documentation necessary to substantiate the expense incurred for which the Contractor is seeking payment.

Should FCWD ask for any documentation supporting actual costs incurred for the projects associated with this contract, Vendor will comply. Vendor understands all costs associated with this contract must equal or exceed payment amount.

Final Report is due within 30 days of Contract completion. FCWD shall retain the right to seek clarification or to request expansion of the final report. Release of funds is subject to final approval of the report by FCWD.

Vendor Contract No. FCWD 2016 FCMA01

8. Contacting Board Members

FCWD Staff, not Board Members, shall be the contact point for any program and/or policy issues.

9. Contract Program Management

The following individuals shall serve as the primary point of contact for the parties regarding this Contract:

For FCWD:
Dianna Davis
Vice President of Compliance
215 N. Market St.
Suite 300
Jacksonville, FL. 32202
(904) 213-3800 x 2180
ddavis@careersourcenefl.com

For Vendor:
Robert Russo
CEO/President
2655 Stern Drive North
Atlantic Beach, FL. 32233
(904)-891-9710

10. Use of Data and Materials

Except as otherwise required by law, Vendor retains all rights to marketing and outreach materials developed by the Vendor under this Contract. The Vendor hereby grants to FCWD a royalty-free, non-exclusive, irrevocable license to all trademarks, copyrights, and patents generated under this Contract including the license to reproduce, publish, or otherwise use: (i) the copyright in any work developed in relation to, or as a result of, this Contract, and (ii) any rights of copyright that are purchased with FCWD funds in relation to, or as a result of this Contract, and (iii) any rights with respect to any invention acquired or retained in relation to, or as a result of this Contract.

11. Dispute Resolution

Each party shall provide written notice to the other party of any dispute regarding this Contract or the services it is intended to provide. The receiving party must in turn respond in writing no later than 30 days from the date of receipt. If the parties are unable to resolve the dispute using this method, the matter shall be forwarded to the Executive Committee of FCWD for resolution, whose decision shall be final.

12. Publications, Videos and Acknowledgment of Sponsorship

Vendor Contract No. FCWD 2016 FCMA01

Vendor may use the terms "in partnership with CareerSource Northeast Florida" or "A CareerSource Northeast Florida Partner" in advertising, marketing, contractual or other collateral materials only with prior approval from the FCWD marketing department. A version of the CareerSource Northeast Florida logo (the "partnership" logo) will be made available to Vendor. The use of the logo will be subject to FCWD's policies and guidelines for brand management, and placement of the logo in any materials must be approved in advance by the FCWD marketing department.

Every publication of material (including internet sites and videos) must contain the following disclaimer: "This [report/video/material] was prepared by [Vendor] for CareerSource Northeast Florida.

No staff of Vendor organization may represent themselves as an employee of CareerSource Northeast Florida.

13. Non-Disclosure

- 13.1 Each party will maintain in confidence any confidential information owned by one and accepted by the other during the course of the Contract.
- 13.2 Acceptance by one party of the other's confidential information (as evidenced by receipt thereof without objection within 30 days), means that party agrees to exercise reasonable efforts:
 - i. not to publish or otherwise reveal said confidential information to third parties without the permission of the other;
 - ii. not to discuss the confidential information to persons not having a "need to know";
 - iii. to use the confidential information only in fulfillment of obligations hereunder.
- 13.3 Confidential information must be marked or designated in writing on its face page as proprietary or confidential.
- 13.4 Each party retains the right to refuse to accept any such confidential information which it does not consider to be essential to performance of research pursuant to this Sub-award, or which it believes to be improperly designated.
- 13.5 "Confidential Information" is hereby defined as drawings, disclosures, designs, data, reports, calculations, models, component parts, patent applications, software, software models, trade secrets, proprietary data, product designs and developments, research reports, market studies and plans, confidential business information or the like, but shall not include information which: (1) is in the knowledge or possession of one party at the time of disclosure by one to the other and proof thereof is made promptly; (2) is now or hereafter becomes public knowledge; (3) is subsequently received without binder of secrecy by one party from a third party, not owing obligations of secrecy to the other party.
- 13.6 Neither party will sell, use, disclose, publish or make copies of the confidential information or disclose the confidential information to any other person or company without the prior written approval of the owning party.

14. Publications

FCWD recognizes that it may be in the best interest of Vendor to publish the performance and/or results of this Contract and agrees that researchers engaged in the Contract shall be permitted to present at symposia, national or regional professional meetings, and to publish in Journals, theses or dissertations, or otherwise of their own choosing, the methods and results of; and Vendor recognizes that FCWD may have confidential information to protect and agrees to comply with the confidentiality terms in Article 12.

15. Audits and Monitoring

Program specific monitoring and compliance audits shall be provided under circumstances and conditions required by laws or regulations that are applicable to the Terms and Conditions of this Contract. Audits shall be conducted in accordance with Generally Accepted Auditing Standards and shall be an independent certified audit only if required. Both parties agree to fully cooperate in all auditing and monitoring efforts and pay any reasonable amounts determined due under this Contract. Each party shall be entitled to contest any audit findings.

16. Termination

16.1 Termination at Will:

Either Party may terminate this Contract by giving thirty (30) days written notice to the other party with or without cause.

16.2 Termination for Breach:

Upon breach by the Vendor, FCWD may terminate this Contract by giving 30 days written notice to the Vendor. This written notice of termination shall be sent via certified mail, return receipt requested. FCWD reserves the right to grant the Vendor the opportunity to rectify the breach..FCWD may send a suspension notice and give the Vendor a specific time to respond with a corrective plan. Failure of the Vendor to respond with a corrective plan acceptable to FCWD may result in a termination notice to the Vendor effective from the time of the original suspension. Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Contract. The provisions within this Contract do not limit FCWD's remedies at law or in equity.

16.3 Termination Payment Provisions:

In the event of termination, FCWD shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination and determined allowable under this Contract. Final billing for payment must be received by FCWD within thirty (30) days of the termination date.

17. Modifications

Vendor Contract No. FCWD 2016 FCMA01

This Contract may be modified at any time upon mutual written agreement of the parties in the form of a duly signed modification.

18. Laws and Regulations

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

19. Interpretation

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

20. Contract Clauses Incorporated by Reference

This Contract incorporates one or more provisions by reference, with the same and effect as if they were given in full text. The full text of the clause may be accessed electronically at these addresses:

United States Code (USC): <http://uscode.house.gov/download/download.shtml>

Code of Federal Regulations (CFR): <http://www.access.gpo.gov/nara/cfr/waisidx/>

Federal Register (FR): <http://www.gpoaccess.gov/fr/index.html>

Florida Statutes (FS):

<http://www.flsenate.gov/Statutes/index.cfm?Mode=Viewof20Statutes&Submenu=1&Tab=statutes&CFID=58748799&CFTOKEN=44958627>

Executive Orders (EO): <http://www.archives.gov/federal-register/executiveorders/disposition.html>

Office of Management and Budget (OMB):

<http://www.whitehouse.gov/omb/circulars/index.html>

Federal Information Processing Standards (FIPS):

<http://csrc.nist.gov/publications/PubsFIPS.html>

Title VI of the Civil Rights Act of 1964 (42USC §§ 2000d et seq.) and 15 CFR Part 8

Title X of the Education Amendments of 1972 (20USC §§ 1681 et seq.)

Rehabilitation Act of 1973, Section 504 as amended (29USC V 794) and 15 CFR Part 8b

Age Discrimination Act of 1975 as amended (42 USC §§ 6101 et seq) and 15 CFR Part 20

15 CFR Part 14, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and Commercial Organizations

Americans with Disabilities Act of 1990 (42USC §§ 12101 et seq.)

EO 13166 (August 11, 2000) Improving Access to Services for Persons with Limited English Proficiency, and 68 FR 14180 (March 24, 2003)

Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201 (e))

New Restrictions on Lobbying (31 USC § 1352 and 15 CFR Part 28)

Subpart C of 2 CFR Part 1326, "Government wide Debarment and Suspension (Nonprocurement)."

EO 12549, "Debarment and Suspension"

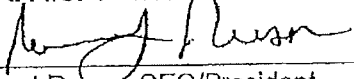
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5 USC App.3 § 1 et seq (as amended) "Inspector General Act of 1978"
Drug-Free Workplace Act of 1988 (Public Law 100.690, Title V, Sec. 5153, as
amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41
U.S.C. § 702) and DOC implementing regulations published at 15 CFR Part 29,
"Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812),
False statements (18 U.S.C. §§ 287 and '1001),
False Claims Act (31 U.S.C. 3729 et seq.)
37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small
business Firms Under Government Grants, Contracts and Cooperative Agreements"
Clean Air Act (42 U.S.C. §§ 7401 et seq.)
Clean Water Act (33 U.S.C. §§1251 et seq.)
15 CFR Part 24, Uniform Administrative Requirements for Grants and Cooperative
Agreements to State and Local Governments

21. Contract Signatures

The signatures below indicate agreement with the terms and conditions of this Contract:

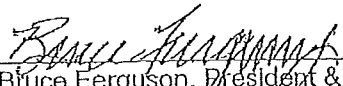
FOR: First Coast Maritime Academy



Robert Russo, CEO/President
President
2655 Stern Drive North
Atlantic Beach, FL. 32233
(904)-891-9710

2/27/17
Date

FOR: First Coast Workforce Development, Inc., dba CareerSource Northeast Florida



Bruce Ferguson, President & CEO
1845 Town Center Blvd., Suite 250
Fleming Island, FL 32003
(904) 213-3800 x 2003
(904) 272-8927
bferguson@careersourcenefl.com

2/27/17
Date

**ADDENDUM TO VENDOR AGREEMENT
BY AND BETWEEN FIRST COAST WORKFORCE DEVELOPMENT, INC., (FCWD)
dba CAREERSOURCE NORTHEAST FLORIDA
AND
FIRST COAST MARITIME ACADEMY**

This Addendum is part of the attached Vendor Agreement by and between First Coast Workforce Development, Inc. (FCWD) dba as CareerSource Northeast Florida and FIRST COAST MARITIME ACADEMY (Vendor) for services described in the Vendor Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the agreement and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

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

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

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

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

As a condition of funding from FCWD under Title I of the WIOA, Vendor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Vendor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Vendors and subVendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/subVendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Vendor makes to carry out the WIOA Title I-financially assisted program or activity. Vendor understands that the United States has the right to seek judicial enforcement of this assurance.

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

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

Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive

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

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

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

6. CONFIDENTIALITY

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

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

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

8. MONITORING

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

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

10. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subVendor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. THE PRO-CHILDREN ACT

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

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
2. FCWD may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. FCWD may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of FCWD.
4. Written notification of termination must be by registered mail, return receipt requested.

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

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

In instances where Vendors/sub grantees violate or breach modified agreement terms, FCWD will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

IN WITNESS WHEREOF, Vendor and FCWD have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: First Coast Workforce Development, Inc.

APPROVED BY: FIRST COAST MARITIME ACADEMY

BY: *Bruce Ferguson*
Bruce Ferguson, President & CEO

BY: *[Signature]*
Signed Authorized Vendor Representative

Robert J Russo
Name Printed Authorized Vendor Representative

WITNESS: *Katherine Swath*

WITNESS: *[Signature]*

DATE: Feb. 27, 2017

DATE: 2/27/17



careersourcenortheastflorida.com

SOLE SOURCE DOCUMENTATION

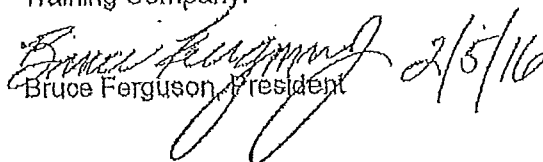
Vendor/Subrecipient: Maritime License Training Company
Address: P.O. Box 330561, Atlantic Beach, FL 32233
Amount: \$9,000/Participant
Department: Compliance/Contracts
Date: February 5, 2016

Explain why this is the only product or service that can meet the needs of the purchasing agency. The Maritime License Training Company is providing a valuable training that is only offered by unionized and well established Maritime training programs who reside a great distance from Florida's First Coast. We have determined there are insufficient numbers of eligible training provider organizations that exist in the Local Area to accomplish the purpose of training Able Body Seamen. Sea-time "work experience" is required by the US Coast Guard for all seamen to work on a motor vessel. The successful employment rate of the vendor is over 90% success rate within the first 90 days after graduation.

Explain why this vendor/subrecipient is the only practicably available source from which to obtain this product or service. As noted above, Maritime License Training Company is the only establishment that provides sea-time in the workforce regional area where students graduate with all they need to immediately become employed as Able Body Seamen at a starting rate of approximately \$15 per hour.

Explain why the price is considered reasonable. The costs for services are reasonable customary and allowable, particularly since they are the only available vendor to provide the required sea-time training option. No cost can compare (as other schools don't offer sea-time and tuition starts at \$1,500 and up) when costs include: 6 months of daily hands-on training, state of the art simulation that simulates most major ports around the world, and a physical tug-boat to gain the USCG required sea-time for maritime staff.

Describe the efforts that were made to conduct a non-competitive negotiation to get the best possible price for the taxpayers. Negotiations were to seek the best product at the best rate. The \$9,000 per student is a published price available to all students who choose to attend this training. Two other schools were contacted (Sea School and Blue Water) but, neither could provide a competitive cost-basis due to their training not being the same, similar, or as complete as the training services available through the Maritime License Training Company.


Bruce Ferguson, President

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