



**REQUEST FOR QUALIFICATION  
FOR  
YOUTH NAVIGATOR**

**RFQ NUMBER PYN-16-355**

**ISSUE DATE:**

**November 22, 2016**

**PROPOSAL SUBMISSION DEADLINE:**

**December 19, 2016**

**CareerSource Central Florida  
Administrative Offices  
390 North Orange Avenue, Suite 700  
Orlando, Florida 32801**

## **1.0 PURPOSE**

The purpose of this Request for Qualification (RFQ) is to broaden the diversity of young adults (aged 16-24) currently being served by Career Source Central Florida (CSCF) under the Workforce Innovation and Opportunity Act (WIOA). The targeted population includes individuals that are not currently attending school *and* are identified as being in one or more of the following populations; homeless, foster youth/youth aging out of the foster care system, pregnant/parenting, subject to the justice system, English language learners, individuals with a disability, or high school dropout.

CareerSource Central Florida intends to award local organization(s) currently working with one or more of the targeted populations with resources to fund a full time Youth Navigator that will be imbedded at the awarded organization(s) to enhance existing services with a common desired outcome of connection to education, work based activities and employment.

Additionally, organizations that achieve the desired outcomes of connection to education, work based activities and employment will be eligible to earn incentives based upon negotiated milestones that align with CareerSource Central Florida's objectives under WIOA.

## **2.0 BACKGROUND**

The current population of young adults being served by CSCF is not a complete representation of the diverse targets intended under WIOA. The five-counties (Sumter, Lake, Orange, Osceola and Seminole) included under this local operating area are home to multiple organizations whose priority is to serve the desired populations of homeless, foster youth/youth aging out of the foster care system, pregnant/parenting, subject to the justice system, English language learners, individuals with a disability, or high school drop outs. CSCF strives to leverage the expertise of these organizations and collaborate through an innovative model of an imbedded Youth Navigator to enhance existing community programs currently delivering services to these individuals. CSCF would like to fund at least one, but potentially multiple organizations throughout the five-county area to expand proven, existing programs while avoiding duplication.

## **3.0 MINIMUM QUALIFICATIONS**

To qualify for Youth Navigator funding under this solicitation, interested organizations will be required to demonstrate the following:

- Must be a currently operating organization in Sumter, Lake, Osceola, Orange, or Seminole counties.
- Have an organizational mission that aligns with one or more of the targeted populations
- Have a client base of youth ages 16-24.
- Connect young adults to education, training, and work activities in preparation to engage in the workforce, reach higher education goals and develop skills for future employment.

#### **4.0 SCOPE OF WORK OF RFQ**

The funded organization(s) will select a Youth Navigator to be embedded within the existing organization(s).

The Youth Navigator will:

- Build upon the organization's current services and identify up to 50 youth annually to be enrolled in WIOA services via CSCF's operating system called Employ Florida Marketplace.
- Attend initial training at CSCF to learn the basic requirements of case management in the workforce operating systems.
- Develop electronic Individual Employment Plans to outline assessment results and develop the specific short and long term goals for each unique client.
- Deliver comprehensive case management, career and/or educational guidance and counseling.
- Attend a minimum of one meeting per month with CSCF staff regarding the progress and status of participating youth.
- Communicate and coordinate the negotiated milestones including employment, enrollment into education, skills attainment, etc.
- Provide quarterly follow-up contact/services for 12 months after successful case closure in CSCF operating systems.

Youth eligible for the WIOA program must be:

1. US Citizens or legal aliens permitted to work in the United States
2. A resident of Sumter, Lake, Orange, Osceola, and Seminole counties
3. Registered for selective service if they are males 18 or older

AND:

- Be age 16-24; and
- Not currently attending school; and
- One or more of the following:
  - High School dropout
  - Subject to the justice system
  - Homeless, runaway, in foster care, or aged out of foster care
  - Pregnant or parenting
  - English Language Learners
  - Individual with a disability

## **5.0 PAYMENT**

Awarded organization(s) will negotiate a contract and be required to submit an invoice each month for reimbursement including the following:

- a) Cost of Youth Navigators salary and fringes
- b) Overhead associated with Youth Navigator position

In addition to the reimbursement for the Navigator, incentive based payments may be earned based on the successful completion of negotiated milestones.

## **6.0 INSTRUCTIONS TO PROPOSERS**

This RFQ is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for Youth Navigator as described in this RFQ must submit responses to CareerSource Central Florida in the following manner:

- Inquiries regarding this RFQ should be submitted electronically to: [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com). **Please type “INQUIRY – Youth Navigator Solicitation” in the subject line.**
- Submit your proposal electronically by attaching documents in PDF format in a version compatible to Acrobat PDF. Documents should be clearly marked with the respondent’s business name and address.
- **Please type “BID – Youth Navigator Solicitation” in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on December 19, 2016. Proposals **must** be addressed to: [Procurement@careersourcecf.com](mailto:Procurement@careersourcecf.com).
- To maintain integrity of the process, proposers must only submit questions and proposal to the email address stated above. Proposers are not to copy or blind copy any other CareerSource Central Florida official, employee or board member. Violating these conditions may render a submitted proposal disqualified and subject to no further review.
- Responses by telephone, or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFQ, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFQ are solely those of the respondent, and CareerSource Central Florida assumes no responsibility for any such costs.
- CareerSource Central Florida reserves the right to negotiate the terms outlined in the response. CareerSource Central Florida reserves the right to reject any and all proposals, and to waive any irregularities or informalities. Further, should CareerSource Central Florida accept any Alternates, such acceptance is made with right to accept them in any order or combination.

## 7.0 PROCUREMENT TIMELINE (Tentative dates)

Date	Activities/Events
11/22/2016	RFQ made available at 5 p.m. on the CareerSource Central Florida Internet: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a>
11/22/2016	<b>Final</b> Clarifying/Technical questions concerning the RFQ must be received by 3:00 p.m. on 12/09/2016 via email at: <a href="mailto:publicresponse@careersourcecf.com">publicresponse@careersourcecf.com</a> . <b>Please type “INQUIRY – Youth Navigator Solicitation” in the subject line.</b>  Response to all questions will be made available on the CareerSource Central Florida’s website: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a>
12/19/2016	<b>Electronic RFQ responses are to be submitted in PDF format</b> version compatible Acrobat PDF. Email containing proposal <b>must be received by 5:00 PM EST. Please type “BID – Youth Navigator Solicitation” in the subject line.</b>
12/20/2016	Bids will be opened privately on 12/20/2016 and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.

## 8.0 SIGNATURE

The proposal shall be signed by a duly authorized individual or official of an organization. For proposals from organizations, the proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the Proposer, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official.

## 9.0 FORMAT FOR PREPARING THE PROPOSAL

Proposals will be valid for ninety (90) days after proposal submission date specified herein. If the event contract has not been awarded before the close of the ninety (90) day validity period, CareerSource Central Florida reserves the right to negotiate extensions to the proposal validity date. An application form has been provided for submittal.

**Application:** All proposals must be completed and signed using the provided application documents. CareerSource Central Florida will not return proposals to proposers. All proposals become the property of CareerSource Central Florida and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. CareerSource Central Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFQ without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

**Attachment “A”** – Application form consists of the following documents.

- Part 1 – Cover Sheet
- Part 2 – Cost/Price Proposal Form
- Part 3 – Application Narrative and Performance Outcomes

**Attachment “B”** - Relationship Disclosure Form

**Attachment “C”** - Vendor General Provisions, Certifications and Assurances

**Provided Attachments “A”, “B” and “C” must be completed and submitted.**

No proposal will be considered that is not:

- a) Complete - If sections or mandated attachments are missing, the proposal will not be considered.
- b) Compatible - The proposal must be compatible with the goals and objectives of this request.

**10.0 EVALUATION CRITERIA**

CareerSource Central Florida reserves the right to reject any or all proposals, or to waive any specific technicalities or formalities in order to accept proposals deemed to be in the best interest of CareerSource Central Florida.

Representatives of CareerSource Central Florida Operation’s Department will coordinate the review and evaluation of all proposals, and will serve as technical advisors to the CareerSource Central Florida Board of Directors. The Operations Department will recommend which proposal best meets the needs of CareerSource Central Florida, and which best satisfies the requirements detailed in this packet.

**10.1.1 Evaluation Procedure**

All complete proposals will be evaluated according to the guidelines set forth in this RFQ. All bids will be evaluated based on responsiveness to this RFQ. All non-responsive proposals will be removed from further consideration. All responsive bids will then be evaluated according to the criteria below.

Negotiations will be started with the bidder(s) whose proposal(s) has been judged most appropriate with regard to all factors, including product quality, cost, and lease-factor ratio. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered. Quality, warranty, and support are other very important considerations. An established history of past satisfactory experience in doing business in Florida as confirmed by positive evaluations by references, product evaluations from web and print resources, and comparison of the vendor’s service proposals will contribute to the selection.

**10.1.2 Evaluation Criteria**

The following criteria will form the basis upon which CareerSource Central Florida will evaluate proposals. Proposals that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

<b>Criteria</b>	<b>Points</b>
Qualifications and Experience A. Company credentials – Description of organization, mission, youth populations served, and services provided (up to 15 points) B. Existing Program - Description of program and methods used to maintain engagement with the youth (up to 10 points) C. Systems - Appropriate systems are in place to move youth toward successful and demonstrated outcomes (up to 10 points) D. Value add - The Navigator will add to Applicant's program in a meaningful way and improve outcomes (up to 15 points)	50
Performance A. Projected Performance Outcomes (up to 20 points)	20
Proposed Fees A. Staff costs are reasonable (up to 20 points) B. Proposer is leveraging funds (up to 5 points)	30
M/W/VETBE Status	5
<b>Total</b>	<b>105</b>

#### **11.0 CONDITIONS AND LIMITATIONS OF THIS RFQ**

The following conditions are applicable to all proposals:

This RFQ does not commit or obligate CareerSource Central Florida to award a contract, to commit any funds identified in this RFQ document, to pay any costs incurred in the preparation or presentation of a proposal to this RFQ, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

CareerSource Central Florida reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to CareerSource Central Florida at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and CareerSource Central Florida reserves the right to waive informalities and minor irregularities in proposals received. CareerSource Central Florida reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions.

All proposals are subject to negotiation by CareerSource Central Florida.

CareerSource Central Florida reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal/quote submitted and confirmed in the contract between CareerSource Central Florida and the individual or firm selected.

CareerSource Central Florida may require the selected proposer to participate in negotiations, and to submit price, technical, or other revisions for the proposals in writing, which may result from negotiations.

#### **12.0 IMPORTANT NOTICE TO ALL RESPONDENTS:**

CareerSource Central Florida is funded entirely by federal grants. Accordingly, all sums due and payable by CareerSource Central Florida are subject to ongoing congressional appropriation and actual funding from the U.S. Department of Labor, the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, and the Florida Department of Economic Opportunity.

#### **13.0 MINORITY/WOMEN/VETERAN BUSINESS ENTERPRISES**

Proposers that qualify as minority-owned, women-owned, or veteran-owned enterprises under a federal, state or local government or public authority certification process (**M/W/VETBE**) are encouraged to submit proposals and to identify themselves as M/W/VETBE respondents. Any vendor or firm wishing to be considered as such must provide evidence of certified M/W/VETBE status (such as a copy of the certification letter, etc.).

#### **14.0 APPLICABILITY OF SUNSHINE LAWS**

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CareerSource Central Florida) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the Florida State Constitution). The respondents acknowledge that CareerSource Central Florida is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the respondents under this RFQ, as well as certain meetings and other communications, are subject to such laws.

#### **15.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS**

All proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing to the President/ CEO within three business days after the date of notification of intent to award to selected vendors of CareerSource Central Florida Central Florida. Appeals must state the specific reason for appeal, and must be based on one or more of the following criteria:

- A clear and substantial error or misstated facts by the rating team upon which the decision was made.
- Unfair competition or conflict of interest in the decision making process.
- Any illegal or improper act or omission in connection with the solicitation or selection of the proposer.
- Other grounds that may substantially alter CareerSource Central Florida's award decision.

The CareerSource Central Florida President/CEO will review the appeal and respond within ten days after receipt of the letter from the aggrieved proposer. Failure to file a protest within three business days after the date of notification of intent to award the contract will constitute a waiver of the proposer's right to appeal.



**ATTACHMENT "A" – APPLICATION**

**Part 1 – Cover Sheet**

<b>Name of Respondent: :</b>
<b>Business Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>Years in Business:</b>
<b>DUNS Number:</b> _____ <b>FEIN Number:</b> _____
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:  <b>Name and Title:</b> _____ <b>Phone:</b> ( ) _____ <b>Fax:</b> ( ) _____ <b>Email:</b> _____
<b>I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP/RFQ by tendering an offer to CareerSource Central Florida; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.</b>

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title



**Proposer's Name:** \_\_\_\_\_

### **Part 3 – Application Narrative and Performance Outcomes**

Proposers should address their qualifications by addressing each of the following in no more than 1 page each for a maximum of 5 pages:

- Tell us about your organization, mission, youth population, and primary services provided.
- Please describe the structure of your current program, including your experience in working with out-of-school youth with barriers. How do you identify and recruit youth? What methods do you use to keep your youth engaged in your program?
- How do you move your youth toward the successful outcomes of employment, education, and skills attainment? What are some successes that you have achieved?
- How will the addition of a Navigator assist with improving outcomes for your organization and the youth to be served?
- What is your organization's experience in helping targeted populations achieve education and/or employment goals?

CSCF strives toward operational objectives of assisting young adults to obtain nationally recognized credentials, improving their educational goals, and gaining access to career pathways that will demonstrate their value to local businesses and increase connection to employment.

## **ATTACHMENT “B”**

### **Relationship Disclosure Form**

#### **Relationship Disclosure Form**

This form serves to document any personal or business relationships between the respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President and CEO of CareerSource Central Florida; (ii) CareerSource Central Florida’s current board of directors; and (iii) an employee of CareerSource Central Florida. A listing of CareerSource Central Florida’s current board may be found here:

<http://careersourcecentralflorida.com/about/board-committee-information/board-directors>

### **QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM**

#### **WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form must disclose pertinent background information about the respondent and his/her or personal or business relationship, if any, with any CareerSource Central Florida staff or board member.

In particular, respondents must disclose whether any of the following relationships exist: (1) respondent is a relative of a CareerSource Central Florida staff or board member; (2) a CareerSource Central Florida board member is an employee of respondent; (3) respondent is an employee of CareerSource Central Florida; or (4) respondent is a business associate of any CareerSource Central Florida board member.

#### **HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Respondent* means the individual(s) or firm making any proposal pursuant to this RFQ (and, if respondent is a law firm, all partners and other equity-level lawyers of the law firm.

*Business associate* means any person or entity engaged in or carrying on business or commercial activity with any other person who is a CareerSource Central Florida staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, vendor, consultant, service provider, officer, director, or shareholder (excluding shares traded on a regulated national or regional securities exchange.

*Employee* means any person receiving remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

*Relative* means an individual who is related to a CareerSource Central Florida staff or board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step-great-grandparent, step-grandchild, step-great-grandchild, person who is engaged to be married to a CareerSource Central Florida Principal, or who otherwise holds himself or herself out as, or is generally known as the person whom a CareerSource Central Florida Principal intends to marry or with whom the CareerSource Central Florida Principal intends to form a household, or any other natural person having the same legal residence as the CareerSource Central Florida Principal. (See Section 112.312(21), Florida Statutes.)

**DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes until a vendor is selected.

**WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Executive Committee and the President and CEO of CareerSource Central Florida.

-END OF PAGE-

## RELATIONSHIP DISCLOSURE FORM

*This form must be completed by the respondent. In the event any information provided on this form should change, the respondent must file an amended form on or before the date the item is considered by CareerSource Central Florida.*

### **Part I**

#### **INFORMATION ON RESPONDENT:**

Legal Name of Respondent: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone (    ) \_\_\_\_\_

Facsimile (    ) \_\_\_\_\_

### **Part III**

#### **ORIGINAL SIGNATURE REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Central Florida awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Respondent

Print name, title of person, and organization name of individual completing this form:

\_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT “C”**

### **VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource Central Florida will not award a contract where VENDOR has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Cost Reimbursement Agreement, VENDOR hereby certifies and assures that it will fully comply with the following:

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

#### **1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this section specifically includes compliance by contractor and its subcontractors 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: contractor 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. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7, the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally-assisted construction sub-agreements.

#### **2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor 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 CareerSource Central Florida under Title I of the WIOA, Contractor 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 Americans 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 contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor 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) Contractor 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 Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor 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**

Clean Air and Water Act: when applicable, if this contract is in excess of \$100,000, contractor 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 contractor shall report any violation of the above to the contract manager. Energy Efficiency: The contractor 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).

Contractor 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 Contractor 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**

Contractor 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, contractor must, prior to contract execution, complete the Certification Regarding Lobbying form.

#### **6. CONFIDENTIALITY**

It is understood that the contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida 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. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the agreement, may be divulged to CareerSource Central Florida 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 releases of information shall be in accordance with applicable state laws and policies of CareerSource Central Florida. No release of information by contractor, 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**

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement 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. PUBLIC RECORDS**

- a. To the extent Service Provider is acting on behalf of CareerSource Central Florida as provided under Subsection 119.011(2) of the Florida Statutes, Service Provider shall:
  - i. Keep and maintain public records required by CareerSource Central Florida to perform the services under this Agreement.
  - ii. Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Service Provider does not transfer the records to CareerSource Central Florida.
  - iv. Upon completion of the Agreement, transfer, at no cost, to CareerSource Central Florida all public records in possession of Service Provider or keep and maintain public

records required by CareerSource Central Florida to perform the service. If the Service Provider transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

- b. If the Service Provider fails to provide the public records to CareerSource Central Florida within a reasonable time the Service Provider may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CareerSource Central Florida may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- c. **IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CAREERSOURCE CENTRAL FLORIDA'S CUSTODIAN OF PUBLIC RECORDS (MS. ANN BEECHAM, CHIEF ADMINISTRATIVE OFFICER) AT:**

**(407) 531-1222, EXT. 2010 OR  
[ABEECHAM@CAREERSOURCECF.COM](mailto:ABEECHAM@CAREERSOURCECF.COM) OR  
390 N. ORANGE AVENUE, ORLANDO, FL 32801**

## **9. MONITORING**

At any time and as often as CareerSource Central Florida, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States, and the State of Florida, or their designated agencies or representatives, may deem necessary, contractor 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 contractor's expense, at reasonable locations as determined by Career Source Central Florida. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource Central Florida.

## **10. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor 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, contractor 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.

## **11. PUBLIC ENTITY CRIMES**

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted 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 contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **12. THE PRO-CHILDREN ACT**

Contractor 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.

## **13. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board 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. The Board 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 the BOARD
4. Written notification of termination must be by registered mail, return receipt requested.

If contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, 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 the Board 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 accordance with the agreement terms.

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

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Name and Title of Authorized Representative

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Signature of Authorized Representative

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Organization/ Business Name

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Date

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END OF DOCUMENT