



**REQUEST FOR QUALIFICATIONS
FOR
LEGAL SERVICES**

RFQ NUMBER FIN LS 0301

ISSUE DATE:

June 28, 2018

SUBMISSION DEADLINE:

July 12, 2018

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

1.0 Introduction

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE CENTRAL FLORIDA is seeking Statement of Qualifications and quotes from law firms who specialize in guiding organizations through the complexities of employment law matters. CareerSource Central Florida intends to establish a value-added relationship with an employment and labor law firm, such that CareerSource Central Florida and the firm will work in close collaboration on employment litigation and risk mitigation matters. It is contemplated that an annual contract will result from this solicitation with four (4) one-year options. The anticipated commencement date is August 1, 2018, with end date of June 30, 2019. Successful firm shall meet identified qualifications and perform in accordance with Scope of Work hereunder. The ground rules and assumptions governing this solicitation are outlined herein.

2.0 Background

CareerSource Central Florida is one of 24 workforce boards in Florida working to implement the strategic vision outlined within the Workforce Innovation and Opportunity Act (WIOA), which is focused on developing a business-first, intentional, and coordinated workforce development system that is inclusive of community and mandatory partners. CareerSource Central Florida is designated as the local workforce development board, which includes Lake, Orange, Osceola, Seminole, and Sumter counties.

CareerSource Central Florida (CSCF) employs 187 staff in six locations throughout the Central Florida Region and is dedicated to ensuring a diverse workplace, free from harassment and discrimination. Although it is impossible to completely prevent employment-related claims, the company's approach is proactive, choosing to invest time in developing and implementing fair and legal policies and mitigate risk by establishing trust through open communication and equitable practices. In the past four years, CSCF's rate of employment-related claims has been less than 1% of its workforce, averaging approximately one claim a year submitted to a Federal or State agency. For each claim, the EEOC and the Florida Commission on Human Relations ruled no reasonable cause existed to believe that an unlawful practice occurred. In four years, only one claimant has exercised the right to sue.

3.0 Eligible Respondents Must Meet One of the Following Criteria:

The successful respondent must be licensed to practice law within the state of Florida.

Additionally, if the entity has been disbarred, suspended or otherwise determined to be ineligible to receive funds by an action of any governmental agency; or the entity has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conducted projects or services; or the entity's previous contract(s) with CareerSource Central Florida have been terminated for cause; or the entity's name appears on the State's convicted vendors list; or for any other good and just cause, the entity will not be considered and should not submit a proposal.

4.0 Contract Term

The contract term will be yearly, renewable for up to five-years, beginning August 1, 2018.

5.0 Scope of Work

The law firm selected will work with CareerSource Central Florida staff and any of its legal representation, insurance carrier representatives or brokers, and Federal/State Agencies, for the following employment matters as needed:

- Risk assessment and mitigation
- Review and counsel regarding employment policies and handbooks
- Federal and State employment discrimination, harassment and retaliation claims
- Wrongful termination claims
- Federal and State whistleblower claims
- Wage and hour claims
- FMLA, ADA, ERISA, ACA and other benefits-related policies, reporting, and/or claims
- Worker's Compensation appeals or lawsuits
- Unemployment benefits appeal hearings
- Employment and separation agreements
- Employee gross misconduct that may be criminal and/or propose legal risk to CareerSource Central Florida
- Counsel regarding internal investigations
- Immigration issues
- Federal contractor employment rules compliance
- Briefings to Board of Directors and/or its appropriate committees in employment/benefits law or litigation matters
- All other matters related to employment law

The preceding is not intended to be an all-inclusive listing of legal related activities that CareerSource Central Florida may retain the successful proposer to provide, but is intended to be a representative listing of minimum legal related activities that CareerSource Central Florida has historically required.

CareerSource Central Florida shall retain the right to have the successful proposer provide any additional legal services that are directly related to the functions and operations of CareerSource Central Florida if, in the opinion of CareerSource Central Florida's President and CEO, the firm is qualified to provide such services.

Please note that the successful proposer will only be requested to provide counsel for those issues commonly addressed by a legal entity. CareerSource Central Florida, however, reserves the right, at any time during the resulting contract period, and without penalty to the legal counsel, to procure and retain through competitive solicitations, additional legal counsel, when in the best interest of CareerSource Central Florida.

6.0 Proposed Fees for Services and Billing Requirements:

All hourly fees should be proposed as fixed fees with caps on associate and partner billing rates. As CareerSource Central Florida is currently insured by Chubb Insurance for Nonprofit Director & Officers (D&O) including EPLI coverage; therefore, proposers should also describe their approach to working with insurance carriers and negotiated blended (or consolidated) fees for insurable claims. CareerSource Central Florida does not pay separate travel expenses, so any anticipated travel fees must be reflected in

fixed-fee proposals. Material unit costs, as well as hourly rates for paralegal and administrative support should be included in the fees proposal.

CareerSource Central Florida prefers not to enter into contractual relationships with firms that require a financial retainer for services, nor will CareerSource Central Florida guarantee a pre-determined amount of business with any particular firm responding to this solicitation.

For any resulting contract submitted invoices based upon an hourly rate, successful proposer's invoice shall be submitted in increments no larger than .1 of an hour (6 minutes) with invoices being separated into descriptions in time increments, the services performed by each attorney, paralegal or other person separately, the date such service was performed, the time spent by each person for such service, the cost per hour and total cost being charged. Upon request, cumulative billing information should be available for review. Invoices will be paid promptly provided the invoice is correct, sufficient, verifiable documentation is attached and all costs are allowable based on the negotiated terms.

7.0 Instructions to Proposers

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

- Inquiries regarding this RFP/RFQ should be submitted electronically to: publicresponse@careersourcecf.com. **Please type "INQUIRY - LEGAL SERVICES" in the subject line.**
- Submit your proposal electronically by attaching documents in PDF format in version compatible to Acrobat PDF. Documents should be clearly marked with the respondent's business name and address.
- **Please type "BID - LEGAL SERVICES" in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on July 12, 2018. Proposals **must** be addressed to: Procurement@careersourcecf.com.
- To maintain integrity of the process, proposers must only submit their questions and proposal to email addresses 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 120 days, to provide the services set forth in this RFP/RFQ, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP/RFQ are solely those of the respondent, and CareerSource Central Florida assumes no responsibility for any of such costs.

8.0 Procurement Timeline (Tentative dates)

Date	Activities/Events
06/28/2018	RFP/RFQ to be made available on the CareerSource Central Florida Website: www.CareerSourceCentralFlorida.com
07/06/2018	Final Clarifying/Technical questions concerning the RFP/RFQ must be received by 3:00 p.m. on July 6, 2018 via email at: publicresponse@careersourcecf.com . Please type "INQUIRY – LEGAL SERVICES" in the subject line. Response to all questions will be made available on CareerSource Central Florida's website: www.CareerSourceCentralFlorida.com
07/12/2018	Electronic RFP/RFQ responses are to be submitted in PDF format version compatible Acrobat PDF. Email containing proposal must be received by 5:00 PM EST.
07/13/2018	Bids will be opened privately and proposers will be notified as to successful bidder(s) by July 13, 2018.
07/14/2018	Beginning July 14, 2018, responses reviewed, scored and selection recommendation developed for forwarding to the Executive Committee of the CareerSource Central Florida Board of Directors for review and final selection.
08/01/2018	Negotiations & Vendor Agreement completed, with awarding of contract to allow for services effective date of August 1, 2018.

9.0 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.

11.0 Format for Preparing the Proposal

Proposals in response to this RFP/RFQ shall adhere to format outlined below:

Proposal: All proposals must be complete and signed using the provided Attachments described below. 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.

Attachment "A" - Proposal form consists of the following documents.

- Part 1 – Cover Sheet
- Part 2 – Cost/Price Proposal Form

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.

Narrative

The proposer, in its proposal narrative, shall, as a minimum, include the following:

1. **Legal Experience** - The proposer should describe its experience related to the areas outlined in the section 5.0 **Scope of Work**. There is a particular interest in the following topic areas: nonprofit and tax exempt organizations; governmental agencies, Skelly rights and general business operations. Additionally, if applicable, provide a description of any experience advising organizations comparable to CareerSource Central Florida that offer similar programs and government-funded services.
2. **Organization, Size, Structure, and Areas of Practice** - The proposer should describe its organization, size, structure, areas of practice, and office location(s), indicating whether the firm is a small or minority/ owned business. Also include a copy of the Equal Opportunity/Affirmative Action and Drug-Free Workplace policies, if available. Although the scope of work is specified, it represents the minimum criteria required. Along with these criteria, value-added services unique to each firm will be considered as a vital component in the decision-making process. Proposers are also encouraged to discuss their company’s core values and how they align to those established by CareerSource Central Florida:

Integrity
Innovation
Purpose-Driven
Fun

3. **Attorney Qualifications** – The proposer should separately attach a description of the qualifications of attorneys to be assigned to the representation. Description should include:
 - Professional and educational background of each attorney.
 - Overall supervision to be exercised.
 - Prior experience of the individual attorneys with respect to employment law. Education, position in firm, years and types of experience, and continuing professional education will be considered.

4. **Price** - The proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who is expected to work on this representation and charges for expenses, if any, such as legal research, copies, faxes and electronic communications. Refer to Attachment "A" and section 6.0, titled **Proposed Fees for Services and Billing Requirements**.
5. **References** - Provide a list of three professional references, including any specific non-profit, public agency or government clients. Please include the reference's name, organization, email address and direct telephone number.

The contact person listed as the reference must be someone who has personal knowledge of your firm's performance regarding the referenced work. Contact persons must have been informed that they are being used as a reference and that CareerSource Central Florida may be calling them to make inquiries. More than one person from an organization can be listed, but all must have personal knowledge of your firm. Please do not list individuals who will not be able to answer specific questions regarding your firm's professional work quality and its reputation concerning ability to provide services at or above a satisfactory level. Failure of the references listed to respond to CareerSource Central Florida's inquiries may negatively impact your firm being successful in being awarded a contract.

12.0 Evaluation Criteria

All complete proposals will be evaluated according to the guidelines set forth in this RFP/RFQ. All bids will be evaluated based on responsiveness to this RFP/RFQ.

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.

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:

Criteria	Points
1. Legal experience	30
2. Organization, Size, Structure, and Areas of Practice	20
3. Attorney Qualifications	20
4. Cost/Price Proposal	20
5. References	5
6. Minority-owned, Women-owned, Veteran-owned, and Labor Surplus Area-designated enterprises.	5
TOTAL	100

13.0 Conditions and limitations of this RFP

The following conditions are applicable to all proposals:

This RFP/RFQ does not commit or obligate CareerSource Central Florida to award a contract, to commit any funds identified in this RFP/RFQ document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP/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.

14.0 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.

15.0 Minority/Women/Veteran Business Enterprises/Labor Surplus Designated Areas

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

16.0 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 RFP/RFQ, as well as certain meetings and other communications, are subject to such laws.

17.0 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.

End of Page

ATTACHMENT "A" – Proposal

Part 1 – Cover Sheet

Name of Respondent: :
Business Address:
Phone:
Fax:
Years in Business:
DUNS Number: _____ FEIN Number: _____
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent: Name and Title: _____
Phone: () _____ Fax: () _____ Email: _____
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 120 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.

Signature of Authorized Representative

Date

Printed Name and Title

Proposer's Name: _____

Part 2 – Cost/Price Proposal Form

Provide hourly billing rates for all proposed legal staff expected to perform legal services in accordance with scope of work (see section 5.0). Include proposed charges for expenses, if any, such as legal research, copies, faxes and electronic communications etc. You may add continuation page, if needed.

Proposal for professional services at blended or consolidated hourly rate:

Negotiated Insurance Claim \$ _____

Proposal for services at hourly rates:

Partners \$ _____

Principal Attorney \$ _____

Attorney \$ _____

Paralegal \$ _____

Administrative Support \$ _____

_____ \$ _____

(Other - Specify)

Proposal for material costs:

Photocopies \$ _____ per page

Faxes \$ _____ per page

Electronic Communication \$ _____ per _____

_____ \$ _____ per _____

(Other - Specify)

_____ \$ _____ per _____

(Other - Specify)

_____ \$ _____ per _____

(Other - Specify)

ATTACHMENT "B"

Relationship Disclosure Form

Relationship Disclosure Form

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President & 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 needs to 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 RFP/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 a 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 who receives 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 & CEO of CareerSource Central Florida.

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 II

IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?

___ YES ___ NO

IS ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL AN EMPLOYEE OF RESPONDENT?

___ YES ___ NO

IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?

___ YES ___ NO

IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

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:

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Vendor certifies to the best of its knowledge and belief, that it and its principals are: not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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;

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 (A) (2) of this certification; and,

Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Vendor certifies, to the best of his or her knowledge & belief, that:

No Federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 employees of Congress, or employee of a Member of Congress in connection with this Federal

contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. 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;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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.

IV. WORKER’S COMPENSATION RELEASE.

The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the CareerSource Central Florida shall be covered by Worker’s Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

V. COST ANALYSIS CERTIFICATION.

That the cost data presented on line-item budgets or bids related to this Agreement were accurate, complete and current at the time of modified Agreement on price. I understand that negotiating this award, or modification, based on this data provides CareerSource Central Florida the right to a price adjustment to exclude any significant sum by which the price was increased because I had knowingly submitted data that were not accurate, complete or current as certified.

VI. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including

computer records) of Vendor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

VII. 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.

VIII. RECORD RETENTION

Vendor will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally-accepted accounting standards or agency directives.

IX. PROVISION AGAINST ASSIGNMENT

Vendor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Vendor from this modified agreement.

X. DAVIS-BACON ACT

Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for Federally-assisted construction sub-agreements.

XI. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Vendor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of State or Federal funds, the Federal government shall be entitled to a lien against said property.

XII. AMERICANS WITH DISABILITIES ACT

Vendor will comply with 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; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities

XIII. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendor 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/Sub-vendor 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.

XIV. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Vendor agrees, in administering the contract, to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XV. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to 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). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XVI. ENERGY EFFICIENCY

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 Energy Policy and Conservation Act (Public Law 94-163).

XVII. ENVIRONMENTAL STANDARDS

Vendor will comply with environmental standards which may be prescribed pursuant to the following; (a) institution of 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 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).

XVIII. 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 Contract is in excess of \$100,000, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.

XIX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

XX. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this modified agreement.

Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the Federal or State programs, under which this modified agreement is funded, any change in the interpretation of the Federal or State programs, under which this modified agreement is funded, or any applicable Federal, State or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XXI. 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 Vendor 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 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.

XXII. COMPLIANCE WITH TANF

Vendor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable Federal regulations and policies promulgated thereunder.

XXIII. 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: 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.

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 the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXIV. 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.

XXV. 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.

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/Business Name

Date