



REQUEST FOR PROPOSAL

FOR

ONE-STOP OPERATOR

RFP NUMBER OSO-17060

ISSUE DATE:

February 2, 2017

PROPOSAL SUBMISSION DEADLINE:

March 1, 2017

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

1.0 Introduction

Central Florida Regional Workforce Development Board, d/b/a CareerSource Central Florida (CSCF), is requesting proposals from qualified firms to serve as the One-Stop Operator in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA). As defined by WIOA, this new role will require an entity with expertise, creativity and capability in creating collaborative agreements, strategies, and implementation plans between the Act's required partners: Vocational Rehabilitation, Division of Blind Services, Family Literacy and all public Adult Education programs within the five county service area, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and Youth Build.

This RFP is not seeking a provider of career services within CSCFs One Stop Centers. CareerSource Florida has designated CSCF as the entity to manage and provide the career services within the local operating area, including:

- **WIOA Adult, Dislocated Worker and Youth Programs**
- **Wagner-Peyser Employment Services – National Labor Exchange**
- **Local Veterans Employment Programs**
- **Disabled Veteran Outreach Programs**
- **Trade Adjustment Assistance Programs**
- **Unemployment Compensation Programs**
- **Welfare Programs**
- **Supplemental Nutrition and Assistance Programs**

Instead, this RFP is to engage an entity to serve as a coordinator of the required/mandatory partners within the One Stop Center.

2.0 Background

CSCF, 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. CSCF is designated as the local workforce development board, which includes Lake, Orange, Osceola, Seminole, and Sumter counties.

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Obama, sets forth a new vision for the workforce development systems to operate as a comprehensive, integrated, streamlined system that aligns with the needs of business and is a force in helping stimulate local economies. WIOA also sets forth a vision that local workforce development boards serve as strategic leaders developing investments that support regional economies, effective approaches to service delivery, and produce results (WIOA, Subpart C §679.300).

As part of the new law, local workforce boards are required to define the role of the One-Stop Operator and determine how to competitively procure the entity or entities (§678.600 -678.635). CSCF is required to move forward on this work and establish a One-Stop Operator by July 1, 2017.

3.0 Eligible respondents must meet one of the following criteria

- The One-Stop Operator may be a single entity or multiple entities working together to form a consortium entity. If the consortium of entities is comprised of One Stop career center partners, it must include a minimum of three One Stop career center partners as described in 20 CFR 678.400;
- A public, private, for-profit, or non-profit organization;
- An institution of higher education;
- A government agency;
- A community based, non-profit organization or intermediary; or
- Another interested organization or entity which may include a local chamber of commerce or other business organization or a labor organization.

Additionally, if the entity that 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 CSCF 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 a one-year term, renewable for up to four years, beginning July 1, 2017.

5.0 Scope of Work

CareerSource Central Florida defines the basic role of the One-Stop Operator as an entity that will coordinate the service delivery of participating one-stop partners with the minimum of these required partners:

Vocational Rehabilitation, Division of Blind Services, Family Literacy and all public Adult Education programs within the five county service area, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and Youth Build.

This coordination shall, at a minimum, include the following responsibilities:

- Establish linkages between all one-stop partners to review mission and value alignment
- Interview partner stakeholders to determine their priority for commitments in service coordination.
- Facilitate conversations on data sharing and performance tracking between partners
- Convene meetings to explore redundant processes that can be streamlined for better efficiencies and effectiveness
- Coordinate discussions regarding resource sharing agreements among partners
- Develop and assist in execution of Memorandum of Understanding or other required documents that comply with partner funding requirements, delivery models and metrics to track objectives.
- Work with CSCF staff to conduct meetings with stakeholders to negotiate service delivery commitments.

- Serve as needed by CSCF staff as a facilitator between required one-stop partners to operationalize agreed program coordination.
- Participate in CSCF community or stakeholder strategic meetings related to partners' service delivery needs and design.
- Report quarterly to the Career Services Committee on progress and specific metrics negotiated via a service contract.

CSCF has been approved to provide and will continue to provide direct career series defined by WIOA, sec. 134(c) (2).

6.0 The One-Stop Operator Deliverables:

The One Stop Operator, in collaboration with CSCF, will:

- Facilitate the development of the required one-stop memorandum of understanding as described in WIOA Section 121 to include, but not limited to:
- Document the objectives, delivery model, service offerings and funding streams of all participating required partners.
- Establish process maps that define how the one-stop partners will coordinate services to include at a minimum the cross referral process, data sharing and common metrics to define success through the one stop delivery system.
- Establish agreements between partners to articulate continuous improvement principles of plan, do, check, and adjust (PCDA).
- Participate in CSCF community or stakeholder strategic meetings relating to program delivery needs and design, and ensure connections are created to operational delivery of identified strategies.
- Produce quarterly reports to include actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, challenges. The One-Stop Operator will meet with CSCF's leadership team to suggest recommendations for service delivery improvements.

7.0 One-Stop Operator Qualifications

CSCF seeks an entity that meets the following qualifications:

- Possesses a strong business acumen and professional presence.
- Ability to work with various demographics in the five county region, specifically Orange, Osceola, Seminole, Lake and Sumter counties.
- The individual representing the entity must have an education level of Bachelor's degree in Business, Public Administration, Political Science or closely related degree. Master's degree is preferred.
- Knowledge of the Workforce Innovation and Opportunity Act.
- Demonstrated experience in facilitation of distinct groups whose goals and objectives may be similar but do not directly align.
- Proven mediation or negotiation experience.
- Knowledge of the local five county region that include demographic, economic, and social factors.

8.0 Time and Compensation

A defined schedule will be established for the entity selected. It is anticipated that this work will require 20 to 40 hours per week, based goals and objectives to be achieved.

CSCF estimates up to \$85,000 is available to fund this initiative, depending on the entity's experience, ability to begin the project, and understanding of the initiative.

9.0 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: One-Stop Operator" in the subject line.**
- Submit your proposal electronically by attaching documents in PDF format in version compatible to Acrobat PDF. Documents should clearly marked with the respondent's business name and address.
- **Please type "BID: One-Stop Operator" in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on March 1, 2017. Proposals **must** be addressed to: Procurement@careersourcecf.com.
- To maintain integrity of the process, proposers must only submit its questions and proposal to email addresses stated above. Proposers are not 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 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.

10.0 Procurement Timeline (Tentative dates)

Date	Activities/Events
2/2/2017	RFP/RFQ made available at on the CareerSource Central Florida Internet: www.CareerSourceCentralFlorida.com
2/15/2017	Bidders conference at Administration Offices @ 3:00 p.m.
2/24/2017	Final Clarifying/Technical questions concerning the RFP/RFQ must be received by 3:00 p.m. on 2/24/2017 via email at: publicresponse@careersourcecf.com . Please type "INQUIRY: One-Stop Operator" in the subject line. Response to all questions will be made available on the CareerSource Central Florida's website: www.CareerSourceCentralFlorida.com
3/2/2017	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.
3/3 -3/9/2017	Responses reviewed and scored
3/23/2017	Career Service Committee reviews recommendation for selection.
4/26/2017	CSCF Board of Directors votes on recommendation.
5/1 – 6/1/2017	Negotiation with the recommended entity
7/1/2017	Contract begins

11.0 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.

12.0 Format for preparing the proposal

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

All proposal must be complete and signed using the provided proposal documents. CSCF will not return proposals to proposers. All proposals become the property of CSCF 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.

13.0 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 CSCF will evaluate proposals. Proposals that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

Criteria	Points
<p><i>Proposer identified a clear strategy on how they will sufficiently address expected One-Stop Operator deliverables</i></p> <p>Considerations: Proposer statement regarding how they will accomplish each deliverable Includes the following elements:</p> <ul style="list-style-type: none">❖ Development of required memorandum of understanding that includes Objectives, process maps, data sharing, common metrics and continuous Improvement between partners.❖ Development of a one-stop partner referral plan❖ Proposed process for developing a participant referral system for each one-stop partner❖ Facilitation of ongoing one-stop partner meetings❖ Description of the partner services that will be delivered through the one-stop system❖ Articulated strategy of how the requirements will be accomplished	<p>30</p>

<p><i>Proposer sufficiently addressed their demonstrated knowledge of WIOA, operation of state or federal workforce programs, and one or more required partners</i></p> <p>Considerations: Proposer statements of their knowledge includes the following elements:</p> <ul style="list-style-type: none"> ❖ Identifies other projects, assignment or work that involved WIOA ❖ Provides information on past involvement of one or more required partner programs ❖ Has conveyed an understanding of federal guidance and resources available ❖ Proven understanding of WIOA intention to collaborate ❖ Articulated comprehension of state and federal metrics 	30
<p><i>Proposer has sufficient qualifications to conduct the scope of services and satisfy all requested requirements to fulfill the role of a One-Stop Operator</i></p> <p>Considerations: Proposer statement of their qualifications includes the following elements:</p> <ul style="list-style-type: none"> ❖ Identifies examples of facilitation of distinct groups to gain consensus ❖ States how the proposer will work with all five counties ❖ Provides expertise of various demographics in the local operation area ❖ Skill in mediation or negotiation 	20
<p><i>Proposer compensation is reasonable according to their qualifications in the area of experience, skills, abilities and education.</i></p> <p>Considerations: Proposer statement on compensation includes the following elements:</p> <ul style="list-style-type: none"> ❖ Proposer’s cost seems reasonable within current business environment ❖ Understanding of proposer’s background is clearly identified ❖ If proposer is a for-profit entity, profit is separately stated ❖ Proposer is agreeable to potential negotiation. 	20
<p><i>Proposer business status is a certified minority-owned, women-owned, veteran-owned business and/or proposer’s business is located/operated in a labor surplus designated area.</i></p>	5
TOTAL	105

References

Please refer to the Department of Labor Employment & Training Administration, Training And Employment Letter, WIOA 15-16 that provides information on the requirements to designate a One-Stop Operator found at - [www. https://wdr.doleta.gov/directives](https://wdr.doleta.gov/directives)

14.0 Conditions and limitations of this RFP

The following conditions are applicable to all proposals:

This RFP/RFQ does not commit or obligate CSCF 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.

CSCF 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 CSCF at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and CSCF reserves the right to waive informalities and minor irregularities in proposals received. CSCF 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 CSCF.

CSCF 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 CSCF and the individual or firm selected.

CSCF 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.

15.0 Important Notice to All Respondents

CSCF is funded entirely by federal grants. Accordingly, all sums due and payable by CSCF 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.

16.0 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.).

17.0 Applicability of Sunshine Laws

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CSCF) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the Florida State Constitution). The respondents acknowledge that CSCF 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.

18.0 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 CSCF. 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 CSCF's award decision.

The CSCF 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" – Proposal Form

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 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.

Signature of Authorized Representative

Date

Printed Name and Title

Proposer's Name: _____

Part 2 – Cost/Price Proposal Form

Provide all-inclusive flat rate fee for all labor, materials and travel expenditures required to perform One-Stop Operator services in accordance with scope of work (see section 5.0).

Proposed Flat Rate Fee \$ _____ *

*If proposer is a for profit entity, profit must be stated separately.

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 bases 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/Subvendor to take affirmative action to

ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

XIV. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Vendor agrees that 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 there under.

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 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 OR

390 N. ORANGE AVENUE, ORLANDO, FL 32801

XXV PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXVI. 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