



**REQUEST FOR QUOTES
FOR SERVICES THAT SUPPORT CAREER PREPARATION**

RFQ NUMBER CPS-8002

ISSUE DATE:

March 13, 2018

QUOTE SUBMISSION DEADLINE:

April 5, 2018

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

1.0 PURPOSE

Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida (CSCF) is seeking quotes from qualified entities having the background and expertise to deliver services that support career preparation for individuals displaced due to the 2017 hurricanes. Respondents may respond to one or multiple **Career Preparation Activities** within one response by addressing and quoting each independently of all other proposed components.

1. Workplace Culture/Readiness Class/Cultural Competency Training
2. Community Orientation
3. Entrepreneurship Training and Development
4. English for Speakers of Other Languages (ESOL) Classes/Services

It is contemplated that 7-month agreement(s) will result from this request for quotes (RFQ) with the possibility of renewal should grant be extended. The anticipated commencement date is May 1, 2018 with end date of December 31, 2018. Successful firm(s) shall meet identified qualifications and perform in accordance with Scope of Work hereunder. The ground rules and assumptions governing this RFQ are outlined herein.

2.0 BACKGROUND

CSCF is a Florida not-for-profit corporation that serves as one of 24 regional workforce boards in the State of Florida. CSCF serves Lake, Orange, Osceola, Seminole and Sumter counties. These five counties, which comprise a local workforce investment area under Florida's Workforce Innovation Act of 2000, entered into an Inter-local Agreement, effective February 18, 2003, under which CSCF was designated as "the administrative entity and fiscal agent for all programs promulgated" under the Workforce Investment Act of 1998 and Florida's Workforce Innovation Act of 2000. CSCF is also organized as a charitable **tax-exempt** entity under section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

CSCF is not a state agency and is exempt from chapters 120 and 287, Florida Statutes, however, it must follow the procurement and expenditure procedures required by federal law for the expenditure of federal-grant funds, including those set forth in 29 C.F.R. §§ 95.40-48.

3.0 SCOPE OF WORK

REQUESTED SERVICES

CSCF is soliciting quotes for services to assist individuals who have been displaced due to the recent hurricanes with career preparation. Respondents may respond to one or multiple service requests within one response. Each component must be addressed and quoted independently of all other proposed components.

Career Preparation Activity #1: Workplace Culture/Job Readiness Class/Cultural Competency Training

CSCF is seeking quotes from qualified entities having the background and expertise to provide various elements of Bilingual Spanish job readiness classes for individuals relocating to the area due to the 2017 hurricanes. These sessions may take place at one or more of the CSCF Career Service Centers as well as other locations, as deemed appropriate by CSCF. The successful respondent(s) will be responsible for providing the course content along with other appropriate materials.

Job readiness training should provide participants with specific competencies needed to perform specific work tasks on the job. For example, job readiness training courses could teach clients skills such as how to communicate in an office environment, cultural competency training, how to function as part of a team, or how to work in a deadline driven workplace. In each of these instances, the focus of the training would be on competencies needed to succeed during the workday while on the job.

Additional topic areas for class may include:

- Job search skills for professional job seekers
- Social media & job searching
- Interview skills & preparation
- Transition skills
- Job retention skills
- Interpersonal effectiveness and communication skills
- Critical thinking skills
- Personal qualities and work ethics
- Life skills training
- Workplace communication and interpersonal skills
- Understanding employer expectations
- Teambuilding and leadership development opportunities
- Dealing with adversity in the workplace
- Financial literacy
- Digital literacy and online reputation
- Utilizing social media for job search/ social media in the workplace
- Basic literacy and numeracy instruction

Career Preparation Activity #2: Community Orientation

CSCF is seeking quotes from qualified entities having the background and expertise to provide various elements of community orientation classes for individuals relocating to the area due to the 2017 hurricanes. These sessions may take place at one or more of the CSCF Career Service Centers as well as other locations, as deemed appropriate by CSCF. The successful respondent(s) will be responsible for providing the course content along with other appropriate materials.

Community orientation classes should provide participants with specific information regarding reestablishing themselves/their family in the Central Florida area. For example, courses could provide program participants information about Central Florida, local educational opportunities, the local housing market, transportation alternatives, employment landscape, or community-based organizations.

Additional topic areas for classes may include:

- Getting to know Central Florida
- Community resources
- Exploration of emerging/growth industries and career options

Class should be designed to address the immediate needs of adult learners who are seeking to permanently relocate to the area and better prepare them for the Central Florida workplace. Responses should include a proposed schedule, delivery locations, teaching methods, and sample content. Respondents must also include a strategy for assessing the competencies learned by participants. CSCF is interested in content that will appeal to individuals with various life circumstances.

Career Preparation Activity #3: Entrepreneurship Training and Development

CSCF is seeking quotes from qualified entities having the background and expertise to provide various elements of entrepreneurship classes for individuals relocating to the area due to the 2017 hurricanes. These sessions may take place at one or more of the CSCF Career Service Centers as well as other locations, as deemed appropriate by CSCF. The successful respondent(s) will be responsible for providing the course content along with other appropriate materials.

Entrepreneurship classes should provide participants with specific information regarding reestablishing themselves/their family in the Central Florida area. For example, self-employment assistance, which includes beginning or continuing a small business and entrepreneurial training.

Class should be designed to address the immediate needs of program customers who are seeking to permanently relocate to the area and better prepare them for the Central Florida workplace. Responses should include a proposed schedule, delivery locations, teaching methods, and sample content. Respondents must also include a strategy for assessing the competencies learned by participants. CSCF is interested in content that will appeal to individuals with various life circumstances.

Career Preparation Activity #4: English for Speakers of Other Language (ESOL) Classes/Services

CSCF is seeking quotes from qualified entities having the background and expertise to provide English for Speakers of Other Languages (ESOL) classes for individuals relocating to the area due to the 2017 hurricanes. While CSCF has strong partnerships with local Adult Education and will continue to partner on traditional English for Speakers of Other Languages, the influence of Hurricane Maria Evacuees has presented a greater need for additional capacity of ESOL services. The additional services desired will be customized to fit client demand and require innovative flexibility outside the current traditional partnerships CSCF has with Adult Education.

These sessions may take place at one or more of the CSCF Career Service Centers as well as other locations, as deemed appropriate by CSCF. The successful respondent(s) will be responsible for providing the course content along with other appropriate materials.

ESOL services should provide participants with instruction to improve their English speaking and writing skills but also to improve their academic skills so that they can earn a high school credential (if needed) and enter postsecondary education to improve their career options.

Training will be provided to support the development and implementation of contextualized instruction with a career focus, career exploration and planning, and transition services.

Course content may include:

- Improving the employment of adults who desire to enter the local area's workforce through acquisition of communication skills which enhance the ability to read, write, speak, and listen in English
- College and career readiness standards
- Preparing students for a more successful transition to and leading to completion of postsecondary, career and technical education.
- Improving the students' ability to communicate in English, and allow them to acquire secondary level English language skills
- Providing English language and literacy instruction for English language learner adults whose first language is other than English and who are non-literate or semi-literate in their home language, in order to increase their ability to communicate in English.

Classes should be designed to address the immediate employment needs of program customers who are seeking to improve their English Language skills, marketability and better prepare them for the Central Florida workplace. Responses should include a proposed schedule, delivery locations, teaching methods, and sample content. Respondents must also include a strategy for assessing the competencies learned by participants. CSCF is interested in content that will appeal to individuals with limited English to advanced users seeking workplace specific language skills training.

4.0 INSURANCE

Vendor(s) must carry commercial liability insurance of \$1 million or more. Also, selected respondent(s) will provide CSCF with proof of insurance every six months after the agreement execution date until the end of the agreement period.

5.0 QUOTE SUBMISSION

5.1 CSCF intends to issue cost-per-person vendor agreements as a result of this RFQ. It is anticipated that the agreement period of performance will be from May 1, 2018 through December 31, 2018, provided performance remains acceptable to CSCF during that period. The agreement will contain the possibility of renewal should the grant be extended. The Agreement will contain a clause allowing for termination for convenience with agreed upon notices for both parties.

5.2 Any Agreement awarded under this RFQ is subject to available funding.

5.3 The specific method of payment for services to be rendered shall be as set forth in the negotiated agreement.

- 5.4 All individuals, public or private not-for-profit corporations, local education organizations, governmental contractors, public organizations, or private-for-profit corporations and businesses, not otherwise excluded, and properly organized in accordance with State and Federal law and in business may submit a quote. Minority and women-owned and operated businesses are encouraged to submit a quote.
- 5.5 Acceptable quotes shall, at a minimum, meet the specifications contained in this RFQ. Respondents are responsible for determining all factors necessary for the preparation of informative, responsive quotes. The contents of the quotes should be clear, concise and easy to understand. Quotes will demonstrate proven experience and knowledge of the activities, services and solutions that have been provided in situations similar to those described in the Scope of Work, above. Respondents should document and list any assumptions, qualifying information, other criteria or comments pertinent to their quote. Quotes should demonstrate methods, strategies and expertise to accomplish the tasks identified in the Scope of Work.
- 5.6 No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental organization; (2) the entity's previous agreement(s) with CSCF have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any agreement; (4) the entity or its parent organization have filed for bankruptcy during the past 5 years; or (5) the entity has been convicted of a public entity crime pursuant to SECTION 287.133(1)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. All bidders are required to submit ATTACHMENT B Relationship Disclosure Certifications regarding potential conflicts of interest with their quotes.
- 5.7 No entity may compete for funds if (1) the entity developed or drafted work requirements, or (2) statements of work for this RFQ.
- 5.8 All quotes shall be reviewed for a "perceived" conflict of interest.
- 5.9 Time is of the essence with respect to performance of the services to be provided in the final agreement.
- 5.10 Respondents are required to submit a Cover Sheet using the format provided in Attachment A to this RFQ.

6.0 INSTRUCTIONS TO RESPONDENTS

This RFQ is a solicitation and not an offer to contract. Interested parties desiring to provide quotes for services as described in this RFQ must submit responses to CSCF in the following manner:

- Inquiries regarding this RFQ should be submitted electronically to: publicresponse@careersourcecf.com. **Please type “INQUIRY – SERVICES THAT SUPPORT CAREER PREPARATION” in the subject line.**
- Submit your quote electronically by attaching documents in PDF format in a version compatible to Acrobat PDF. Documents should be clearly marked with the respondent’s business name and address. **Please type “BID – SERVICES THAT SUPPORT CAREER PERPARATION” in the subject line.**
- Quotes **must** be submitted via email no later than 5:00 PM (EST), on April 5, 2018. Quotes **must** be addressed to: Procurement@careersourcecf.com.
- To maintain integrity of the process, respondents must only submit questions and quote to the email address stated above. Respondents are not to copy or blind copy any other CSCF official, employee or board member. Violating these conditions may render a submitted quote 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 quote may be withdrawn until the date and time set above for final submission of quotes. Any quotes not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFQ, or until one or more of the quotes have been awarded. Preparation costs for responses to this RFQ are solely those of the respondent, and CSCF assumes no responsibility for any such costs.
- CSCF reserves the right to negotiate the terms outlined in the response. CSCF reserves the right to reject any and all quotes, and to waive any irregularities or informalities. Further, should CSCF accept any Alternates, such acceptance is made with right to accept them in any order or combination.

6.4 PROCUREMENT TIMELINE (Tentative Dates)

Date	Activities/Events
3/13/2018	RFQ made available at 5 p.m. on the CSCF Internet: www.CareerSourceCentralFlorida.com
3/15/2018	<p>Final Clarifying/Technical questions concerning the RFQ must be received by 3:00 p.m. on March 15, 2018 via email at: publicresponse@careersourcecf.com</p> <p>Please type “INQUIRY – CAREER PREPARATION SERVICES” in the subject line.</p> <p>Response to all questions will be made available on the CSCF’s website: www.CareerSourceCentralFlorida.com</p>
4/05/2018	Electronic RFQ responses are to be submitted in PDF format version compatible Acrobat PDF. Email containing quote must be received by 5:00 PM EST. Please type “BID – CAREER PREPARATION SERVICES” in the subject line.
4/06/2018	Bids will be opened privately and Respondents will be notified as to successful bidder(s) by April 30, 2018.
05/01/2018	Negotiations & Vendor Agreement completed with awarding of agreement to allow for services effective date of May 1, 2018.

6.5 **SIGNATURE**

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

6.6 **FORMAT FOR PREPARING THE QUOTE**

Quotes will be valid for ninety (90) days after quote submission date specified herein. If the event agreement has not been awarded before the close of the ninety (90) day validity period, CSCF reserves the right to negotiate extensions to the quote validity date. Quote forms have been provided for submittal.

It is generally preferred that written material be single-spaced, except where there is a reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

Outline: All quotes must be assembled according to the following outline with all pages numbered in sequential order and must demonstrate understanding of the quoted scope of work.

Cover letter - This will serve as the official letter of transmittal signed by an owner, officer or authorized agent of the firm, acknowledging and accepting the terms and conditions of this RFQ and tendering an offer to CSCF.

ATTACHMENT A - Cover Sheet

ATTACHMENT B - Relationship Disclosure Form

ATTACHMENT C - Vendor General Provisions, Certifications and Assurances

ATTACHMENTS A, B and C must be signed and submitted with quote.

No quote will be considered that is not:

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

NARRATIVE

Respondents are strongly encouraged to refer section 3.0- **Scope of Work** when formulating response.

Each respondent must include the following narrative pieces, in addition to each response on an element listed above. Respondents may respond to one or multiple Career Preparation Activities within one response. Each component must be addressed and quoted independently of all other proposed components.

A. Professional Qualifications and Experience

- a. Organization credentials - briefly describe the professional licenses, certifications and affiliations held by your organization that are relevant to the work of the training;
- b. Experiences with trainings of a comparable nature – briefly describe the training, the target audience, and performance outcomes achieved.
- c. Relevant experience and qualifications of personnel to be assigned to the training.
- d. The respondent should briefly describe its organization, size and structure, including the organization’s program evaluation and fiscal tracking methodology.

B. Quote with Training Plan and Proposed Timeline

- a. Describe the service options to be offered, including (if applicable) the curriculum to be used, competencies learned by participants, credentials obtained by participants, delivery method, activities to be provided, workbooks/learning materials provided to participants.
- b. Describe the flexibility to provide on-demand services and/or training (is the training conducted on a set calendar, or do you have the ability to offer the training as needed – if you have the flexibility to offer it as needed, how much lead time would you require)
- c. Describe how your organization will collaborate with CSCF program staff to support successful completion.
- d. Describe any assessments utilized during training.
- e. A proposed schedule (including anticipated start dates, locations and anticipated completion dates) to provide training at designated locations.
- f. Describe what benchmarks will be used to measure participant success.

Each quote should provide a straightforward response to this RFQ. Each page of the quote should be numbered sequentially at the bottom of the page. The Cover Letter, and ATTACHMENTS A, B and C are not numbered.

CSCF will not return quotes to Respondents. All quotes become the property of CareerSource and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. CSCF shall have the right to use all ideas, or adaptations of those ideas, contained in any quote received in response to this RFQ without the necessity of paying a fee, license, or royalty. Selection or rejection of the quote will not affect this right.

PRICING

CSCF contemplates establishing vendor agreements with those entities that best address the needs of CSCF and its career seekers. Respondents submitted firm-fixed-price quotes should address each component individually and should be inclusive of any staff, material, or transportation costs. The maximum available budget award for all services is a combined \$500,000. For example, if a respondent bids on all components, the total cost cannot exceed \$500,000.

7.0 QUOTE REVIEW AND AGREEMENT AMOUNT

CSCF will award the agreement based on what is in the best interests of CSCF. The agreement will be awarded based on offers received considering price, experience, and negotiation of such Agreement with the successful Respondent(s). The assessment of experience will take into account such factors as understanding of the services needed, demonstrated skills, experience and ability to provide high quality service on time, and experience with local, state and/or federal workforce programs. The assessment of price will take into account that rates are reasonable in relation to the services provided; detailed; and that assumptions by the Respondent regarding calculation of the fees are relevant. Each offer should, therefore, be submitted in the most favorable terms from a price and technical standpoint.

Final award of an agreement will be contingent upon:

- Successful negotiation of an agreement.
- Acceptance by the Respondent of the agreement terms and conditions.

7.1 EVALUATION CRITERIA

The following criteria will form the basis upon which CSCF will evaluate quotes. Quotes that meet the mandatory (compete and compliant) requirements, as stated above. Each component that is addressed will be evaluated individually based on the following criteria:

Criteria	Points
Professional Qualifications and Experience	30
Quote Content	30
Cost/Price	20
Past Performance Outcomes	20
MINORITY/WOMEN/VETERAN BUSINESS/ LABOR SURPLUS ENTERPRISES	5
TOTAL	105

8.0 CONDITIONS AND LIMITATIONS OF THIS RFQ

The following conditions are applicable to all quotes:

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

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

Non-conforming quotes will be considered non-responsive and are subject to return without review; however, CSCF reserves the right to waive informalities and minor irregularities in quotes received.

CSCF reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions.

All quotes are subject to negotiation by CSCF.

CSCF reserves the right to retain all quotes submitted and to use any ideas in a quote regardless of whether that quote is selected. Submission of a quote indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the quote submitted and confirmed in the agreement between CSCF and the individual or firm selected.

CSCF may require the selected Respondent to participate in negotiations and to submit price, technical, or other revisions of their quotes in writing which may result from negotiations.

9.0 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.

10.0 MINORITY/WOMEN/VETERAN BUSINESS/ LABOR SURPLUS ENTERPRISES

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

11.0 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 RFQ, as well as certain meetings and other communications, are subject to such laws.

12.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

All Respondents have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing within three business days after the date of the notification of intent to award to selected VENDORS to the President/ CEO of CSCF. The appeal must state the specific reason for the 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 Respondent.
- 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 Respondent. Failure to file a protest within three business days after the date of notification of intent to award the agreement will constitute a waiver of the Respondent's right to appeal.

End of Page

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 quote, negotiate the agreement terms and contractually bind the respondent:	
Name and Title: _____	
Phone: () _____ Fax: () _____ Email: _____	
<p>I do hereby certify that this quote is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFQ by tendering an offer to CareerSource Central Florida; that all the information is complete and accurate, and that this quote 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 quote 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 quote 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 quote.</p>	

Signature of Authorized Representative

Date

Printed Name and Title

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 quote pursuant to this RFQ (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).

Business associate means any person or entity engaged in or carrying on 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.

-END OF PAGE-

RELATIONSHIP DISCLOSURE FORM

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

Part I

INFORMATION ON RESPONDENT:

Legal Name of Respondent: _____

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

Business Phone () _____

Facsimile () _____

Part 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:

VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida will not award an agreement 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 quote 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/quote 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 quote (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 training 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.

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 agreement to comply with standards of conduct that maintain the integrity of the agreement 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).

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 Agreement; 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 agreement 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.

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 (EO0 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 training 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 Agreement 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 quotes, bid solicitation, and other documents describing the training 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 training which will be financed with Federal money, and (2) the dollar amount of Federal funds for the training 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 agreement for an additional one-year period at the end of this agreement.

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 agreed 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 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, quote, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, quote, 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, quotes, 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 Agreement 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