



**REQUEST FOR QUALIFICATION
FOR
YOUTH NAVIGATOR**

RFQ NUMBER PYN-17-0297

ISSUE DATE:

October 6, 2017

PROPOSAL SUBMISSION DEADLINE:

October 24, 2017

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

1.0 PURPOSE

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

CareerSource Central Florida intends to award local organization(s) currently working with one or more of the targeted populations with resources to fund a full-time Youth Navigator that will be imbedded at the awarded organization(s) to enhance existing services, with a common desired outcome of connection to education, work-based activities, and employment. The collaborative efforts are designed to help young adults find purpose, think strategically about their futures, and transition into the local workforce. Through the provision of Youth Navigator services, the Service Provider and CSCF will work together to connect participating young adults to education, training, and work activities that will prepare them to engage in the workforce, reach higher education goals, build their network, and develop skills that will contribute to future employment. Ultimately, the work of the Service Provider and CSCF will result in providing area businesses with higher-qualified and more sought-after employees.

2.0 BACKGROUND

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

3.0 MINIMUM QUALIFICATIONS

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

- Must be a currently-operating organization in Sumter, Lake, Osceola, Orange, or Seminole counties.
- Have an organizational mission that aligns with one or more of the targeted populations
- Have a client base of youth ages 16-24.

- Connect young adults to education, training, and work activities in preparation to engage in the workforce, reach higher education goals, and develop skills for future employment.

4.0 SCOPE OF WORK OF RFQ

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

The Youth Navigator will:

- Build upon the organization’s current services and identify up to 50 youth annually to be enrolled in WIOA services via CSCF’s operating system, called Employ Florida.
- Attend initial basic workforce operating systems training at CSCF to increase mutual partnership and referral success.
- Provide opportunities for CareerSource Central Florida’s Career Conexions staff to make presentations highlighting services available through Career Conexions.
- Present an overview of their organization, program, services, and resources to Career Conexions staff. This presentation will include (at minimum) an overview of the Service Provider organization, its mission, the young-adult population served, primary services provided, and best practices for engaging with the targeted population(s).
- Share information regarding the status of young adults participating in the program and their progress toward skill attainment, employment, and education outcomes. This collaborative communication will ensure accurate information is entered into the State Management Information System (Employ Florida), documenting activities for the preceding month.
- Maintain and cultivate young-adult engagement in the Career Conexions program.
- Leverage existing partners to help inform the community about the services available through Career Conexions.
- Provide monthly updates to CSCF staff regarding the progress and status of participating youth.

Youth eligible for the WIOA program must be:

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

AND:

- Be age 16-24; and
- Not currently attending school; and
- One or more of the following:
 - High School dropout
 - Subject to the justice system
 - Homeless, runaway, in foster care, or aged out of foster care

- Pregnant or parenting
- English Language Learner
- Individual with a disability

5.0 CONTRACT TERM

The initial contract term will be seven months, renewable for up to three (3) additional one-year terms, beginning December 1, 2017. Renewal will be the option of CSCF and its Board of Directors.

6.0 PAYMENT

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

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

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

7.0 INSTRUCTIONS TO PROPOSERS

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

- Inquiries regarding this RFQ should be submitted electronically to: publicresponse@careersourcecf.com. **Please type “INQUIRY – Youth Navigator Solicitation” in the subject line.**
- Submit your proposal electronically by attaching documents in PDF format in a version compatible to Acrobat PDF. Documents should be clearly marked with the respondent’s business name and address. **Please type “BID – Youth Navigator Solicitation” in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on October 24, 2017. Proposals **must** be addressed to: Procurement@careersourcecf.com.
- To maintain integrity of the process, proposers must only submit questions and their proposal to the email address stated above. Proposers are not to copy or blind copy any other CareerSource Central Florida official, employee, or board member. Violating these conditions may render a submitted proposal disqualified and subject to no further review.
- Responses by telephone or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFQ, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFQ are solely those of the respondent, and CareerSource Central Florida assumes no responsibility for any such costs.

- CareerSource Central Florida reserves the right to negotiate the terms outlined in the response. CareerSource Central Florida reserves the right to reject any and all proposals, and to waive any irregularities or informalities. Further, should CareerSource Central Florida accept any Alternates, such acceptance is made with right to accept them in any order or combination.

8.0 PROCUREMENT TIMELINE (Tentative dates)

Date	Activities/Events
10/06/2017	RFQ made available at 5 p.m. on the CareerSource Central Florida Internet: www.CareerSourceCentralFlorida.com
10/12/2017	Final Clarifying/Technical questions concerning the RFQ must be received by 3:00 p.m. on October 12, 2017 via email at: publicresponse@careersourcecf.com . Please type “INQUIRY – Youth Navigator Solicitation” in the subject line. Response to all questions will be made available on CareerSource Central Florida’s website: www.CareerSourceCentralFlorida.com
10/24/2017	Electronic RFQ responses are to be submitted in PDF format , version compatible with Acrobat PDF. Email containing proposal must be received by 5:00 PM EST. Please type “BID – Youth Navigator Solicitation” in the subject line.
10/25/2017	Bids will be opened privately on October 25, 2017, and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.

9.0 SIGNATURE

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

10.0 FORMAT FOR PREPARING THE PROPOSAL

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

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

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

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

Attachment “B” - Relationship Disclosure Form

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

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

No proposal will be considered that is not:

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

11.0 EVALUATION CRITERIA

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

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

11.1.1 Evaluation Procedure

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

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

11.1.2 Evaluation Criteria

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

Criteria	Points
Qualifications and Experience A. Company Credentials – Description of organization, mission, youth populations served, and services provided (up to 20 points) B. Existing Program - Description of program and methods used to maintain engagement with the youth (up to 20 points) C. Systems - Appropriate systems are in place to move youth toward successful and demonstrated outcomes (up to 15 points) D. Value Add - The Navigator will add to Applicant's program in a meaningful way and improve outcomes (up to 15 points)	70
Proposed Fees A. Staff costs are reasonable (up to 20 points) B. Proposer is leveraging funds (up to 10 points)	30
M/W/VETBE Status	5
Total	105

12.0 CONDITIONS AND LIMITATIONS OF THIS RFQ

The following conditions are applicable to all proposals:

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

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

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

All proposals are subject to negotiation by CareerSource Central Florida.

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

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

13.0 IMPORTANT NOTICE TO ALL RESPONDENTS:

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

14.0 MINORITY/WOMEN/VETERAN BUSINESS ENTERPRISES

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

15.0 APPLICABILITY OF SUNSHINE LAWS

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

16.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

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

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

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

ATTACHMENT "A" – APPLICATION

Part 1 – Cover Sheet

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 3 – Application Narrative and Performance Outcomes

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

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

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

-END OF PAGE-

ATTACHMENT “B”

Relationship Disclosure Form

Relationship Disclosure Form

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

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

QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on business or commercial activity with any other person who is a CareerSource Central Florida staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or

beneficiary, joint venture, vendor, consultant, service provider, officer, director, or shareholder (excluding shares traded on a regulated national or regional securities exchange.

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

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

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

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

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

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

-END OF PAGE-

RELATIONSHIP DISCLOSURE FORM

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

Part I

INFORMATION ON RESPONDENT:

Legal Name of Respondent: _____

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

Business Phone () _____

Facsimile () _____

Part 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 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 (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 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 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t7, 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