



## **Request for Qualifications**

# **Healthcare and Employee Benefits Broker Services**

RFQ NUMBER HE/BBS-6319

Issue Date: January 27, 2016

Closing Date: February 16, 2016

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

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## **INTRODUCTION:**

Central Florida Regional Workforce Development Board, d/b/a CareerSource Central Florida (CSCF), also referred to as “the Board”, considers its employees the company’s most valuable asset. Consequently, CSCF endeavors to provide its staff with fringe benefits designed to attract and retain talented, dedicated individuals. This endeavor requires a partnership with a company consisting of competent insurance professionals who share this focus. Therefore, CareerSource Central Florida is requesting responses from insurance brokerage firms for procuring and managing benefits, including but not limited to, the following:

- Employee and dependent healthcare plans
- Dental and vision plans
- Group term and voluntary life/AD&D plans
- Short and long-term disability plans
- COBRA and health reimbursement accounts
- Employee wellness initiatives

The purpose of this Request for Qualifications (RFQ) is to obtain statements of qualifications and quotes from innovative insurance brokerage companies who specialize in guiding organizations through the complexities of healthcare and other employee benefits. Although the scope of work is specified, it represents the minimum criteria required. Along with these criteria, value-added services unique to each company will be considered as a vital component in the decision-making process. Fees and/or commissions will be considered as part of the overall response and will not be the sole basis for a decision. Responders are also encouraged to discuss their company’s core values and how they align to those established by CareerSource Central Florida:

*Business-Driven | Talent-Focused | Integrity | Purpose-Driven  
Continuous Improvement | Fun | Accountability | Respect | Passion*

## **BACKGROUND:**

CareerSource Central Florida is a not-for-profit corporation organized under the laws of the State of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501 {c}(3) and certified by the Governor as a Regional Workforce Board for the purposes of implementing federal and state workforce programs. The organization’s principal functions are to provide oversight, policy guidance, and operational support to the workforce development system in the five counties of Lake, Orange, Osceola, Seminole, and Sumter. Visit [www.careersourcecf.com](http://www.careersourcecf.com) to learn more.

CareerSource Central Florida currently employs approximately 200 employees; all employees are eligible to participate in employee-sponsored healthcare coverage,

effective at initial hire on the first of the month after sixty (60) days of continuous employment. There is only one eligibility class where wait period, coverage, plans, and employer contributions are the same for all employees. CareerSource Central Florida offers employees an opt-out incentive; currently less than 10% of the staff take advantage of this benefit. CareerSource Central Florida presently offers three plans; an HSA-compatible HDHP is offered as the base plan with 100% employer-paid premiums for eligible employees, with two HMO buy-up plans. Depending on the plan chosen, CSCF also pays between 90% and 80% of dependent coverage and provides a \$100 per month contribution to HSA's to incentivize participation in the HDHP.

**CONTRACT TERMS**

The initial period of performance for contracts awarded under this RFQ will be from May 1, 2016 through April 30, 2017, provided performance remains acceptable during that period. CareerSource Central Florida shall have the option, in its sole and absolute discretion, to renew the contract for four (4) additional terms of one year each. The offer of a renewal option period is not guaranteed, and the award of the initial contract does not imply an exercise of the renewal option. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFQ. The agreement form and terms and conditions will be negotiated with the selected agency (but will be generally consistent with this RFQ).

Initial Agreement and Option Periods			
	Fiscal Year	Contract Period	
		From:	To:
Initial	FY 2016-17	May 1, 2016	April 30, 2017
Option 1	FY 2017-18	May 1, 2017	April 30, 2018
Option 2	FY 2018-19	May 1, 2018	April 30, 2019
Option 3	FY 2019-20	May 1, 2019	April 30, 2020
Option 4	FY 2020-21	May 1, 2020	April 30, 2021

It is the intent of the Board to contract for each of the service areas identified in this solicitation. In accordance with sections 607.1501, 608.501, and 620.169, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida on or before the effective date of the contract and must maintain such to be considered for renewal.

Any contractual agreement entered into as a result of this RFQ is subject to available funding. CareerSource Central Florida is primarily funded 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.

The specific method of payment for services rendered shall be as set forth in the negotiated contract and will be contingent upon demonstration that the performance objectives and deliverables have been successfully met to CSCF's satisfaction. Invoicing and backup documentation will be detailed in the agreement; payment shall be contingent upon compliance to the agreed-upon processes/requirements.

For any contract entered into as a result of this RFQ, the brokerage company shall supply all personnel, labor, materials, equipment, and supplies necessary to meet the objectives and deliverables of the contract.

Third party administrators (TPAs) may be engaged to provide services awarded under this solicitation; estimates of related costs for such should be included in the response. The services described in the scope of work or in a subsequent contract may not be contracted or outsourced to another brokerage or insurance firm without the written authorization of the Board.

### **EXPECTATIONS:**

Broker is to provide general insurance brokerage services for the procurement/administration of healthcare plans and other employee benefits. ***Broker will serve as agent of record upon award decision*** in order to have access to all plan data, reporting, market data, and any other information or permissions necessary to competently procure quotes and advise CSCF regarding plans for the upcoming fiscal year (effective date of renewal or new plans is July 1, 2016 for the initial agreement period).

### **SCOPE OF WORK**

- Assess plans and claims history to make recommendations for improving cost savings coverage, including ***options for self-funded insurance, private exchanges or any innovative healthcare solutions***
- Manage annual insurance renewal procurement process
- Develop/coordinate the timely distribution of all open enrollment materials. Provide presentations, agents, and carrier representatives for open enrollment meetings and one-on-one consultations
- Provide a digital/web-based platform for initial and on-going enrollments, modifications, and terminations
- Provide support for authorizations/claims/billing issues throughout the plan year
- Conduct employee and/or management training/information sessions
- Assist in developing and implementing employee wellness initiatives
- Update CareerSource Central Florida on statutory and regulatory changes and requirements pertaining to employee benefits and insurance
- Assist with all required applications, reporting, and audits
- Assist with managing COBRA and health reimbursement account services
- Provide quarterly claims experience data and make recommendations for improving negative trends

- Unique value-added services

### **MINIMUM RESPONDENT QUALIFICATIONS:**

CareerSource Central Florida is seeking established organizations with a minimum of five (5) continuous years of experience as health insurance brokers. Respondents are asked to list and describe the staff who would be assigned to this project.

### **COST PROPOSAL:**

CareerSource Central Florida is aware of the volatility in healthcare costs due to the many factors that affect group plan premiums. Therefore, it is understood that specific costs other than flat fees are difficult to project. Respondents are asked to describe the typical costs associated with brokerage services and the anticipated impact all commissions and/or fees may have on premiums. Respondents are also asked to expound on the firm's strategies for managing premium costs.

### **MANNER OF PAYMENT:**

As customary, payment for percentage-based commissions, per member per month fees, and volume contract commissions will be included in the cost of insurance premiums or through other broker-carrier arrangements. Annual flat fees must be invoiced and will be paid on a quarterly basis.

### **MINORITY/WOMEN BUSINESS ENTERPRISES & VETERAN-OWNED COMPANIES:**

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

Respondents are asked to indicate if the company is veteran-owned and provide the name of the owner, his or her branch of service, time period served, and rank at the time of retirement or discharge.

### **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, will be subject to such laws.

### **INSTRUCTIONS FOR RESPONSE SUBMISSION:**

This Request for Qualifications (RFQ) is a solicitation and not an offer to contract. Firms desiring to provide brokerage services as described in this RFQ must submit responses in the following manner: five (5) original hardcopies and one digital (flash drive) version of the proposal clearly marked with the respondent's business name delivered in person

or by mail or parcel carrier not later than 4:00 p.m., EST on February 16, 2016. Submit to the attention of:

William Warren, Contracts Management Specialist  
c/o CareerSource Central Florida  
390 North Orange Avenue, Suite 700  
Orlando, Florida 32801

Electronic copies must be compatible with Microsoft Office Word 2010 or in Acrobat PDF. Responses by telephone, fax, or e-mail will not be accepted.

### **RFQ QUESTIONS:**

All questions/inquiries regarding this RFQ are to be submitted electronically to: [publicresponse@careersoucecf.com](mailto:publicresponse@careersoucecf.com) between January 27, 2016 and February 12, 2016. **Please type “Healthcare and Employee Benefits Broker Services RFQ” in the subject line.** Final clarifying and technical questions are due by 12:00 p.m. (EST) on February 12, 2016.

All questions by potential proposers will be addressed in a Q&A section posted to CSCF’s website (<http://careersourcecentralflorida.com/solicitation-requests/>).

Respondents may not direct any queries or statements concerning their proposal to the CSCF Board of Directors, officers or staff (or business associates or family members of any of the foregoing).

CareerSource Central Florida may issue an addendum to this Request for Qualifications. CareerSource Central Florida will make the addendum available on its website for access by potential respondents.

### **PROPOSAL FORMAT:**

All respondents are required to complete, sign, and submit the **Cover Page** template (Attachment A), **Relationship Disclosure Form** (Attachment B), and the **Vendor General Provisions, Certifications and Assurances** (Attachment C). To expedite the review process, it is preferred that responses be in the format delineated below. However, submissions that clearly address the requirements of this RFQ as described in the suggested format will be accepted.

1. **Cover Page**
2. **Relationship Disclosure Form**
3. **Vendor General Provisions, Certifications and Assurances**
4. **Narrative**
  - Briefly describe the company history, size, and structure.
  - Articulate the company’s values and how they align with those established by CareerSource Central Florida:

## 5. **Staff**

List proposed staff who would be assigned to this relationship. Identify the team members and describe the role to be performed by each person. Please include any information regarding staffs' credentials, awards, experience, and/or expertise, etc. that may assist CSCF in the decision-making process.

## 6. **Scope of Work**

Briefly describe the company's ability to perform the services defined in the scope of work. It is not necessary to address each objective individually, but to give an overview of the company's proposed strategy and approach to healthcare/employee benefits broker services and the many components associated with them. Describe any services unique to the company that may add value to the broker-client relationship:

- Assess plans and claims history to make recommendations for improving cost savings coverage, **including options for self-funded insurance, private exchanges, or any innovative healthcare solutions**
- Manage annual insurance renewal procurement process
- Develop/coordinate the timely distribution of all open enrollment materials. Provide presentations, agents, and carrier representatives for open enrollment meetings and one-on-one consultations
- Provide support for authorizations/claims/billing issues throughout the plan year
- Conduct employee and/or management training/information sessions
- Assist in developing and implementing employee wellness initiatives
- Update CareerSource Central Florida on statutory and regulatory changes and requirements pertaining to employee benefits and insurance
- Assist with all required applications, reporting, and audits
- Assist in managing COBRA and health reimbursement account services
- Provide quarterly claims experience data and make recommendations for improving negative trends
- Unique value-added services

## 7. **Cost Proposal**

- Discuss proposed fees and commissions such as: anticipated percentage-based commissions, flat fees, per member per month (PMPM) fees, volume contract percentages, and estimated TPA and/or system costs, if applicable. Describe possible multi-year renewal commission structures under certain carriers
- Indicate the impact fees and commissions may have on premium costs and/or other factors related to healthcare coverage procurement and administration
- Expound on how the company's approach to receiving compensation from carriers may assist CSCF with managing healthcare costs



## 8. References

Please provide references of current or past clients/customers that can attest to the firm's ability to be an innovative and responsive partner in the procurement and management of healthcare and other employee benefits. Briefly describe the services or solutions provided.

## 9. Minority/Women Business Enterprises and Veteran-Owned Businesses

- Provide documentation of M/WBE certification
- Indicate if the company is veteran-owned and provide the name of the owner, his or her branch of service, time period served, and rank at the time of retirement or discharge.

### **EVALUATION PROCESS AND SELECTION CRITERIA:**

The appointed CSCF Evaluation Committee (Committee) will review and evaluate each proposal based on the criteria established using the rating sheet below. The total points given to each responder by individual Committee members will be averaged to determine a final score.

Provided the RFQ yields two or more qualified responses, at a minimum, the top two (2) respondents will be asked to provide a brief presentation to executive staff and select members of the Board of Directors; subsequently, a recommendation for contract will be made to the Board of Directors and/or its appropriate committees for final approval. *Although CSCF will consider the rating scores as a guide, the Evaluation Committee and the Board of Directors and/or its appropriate committees have the right to make decisions based on the best interest of CareerSource Central Florida.*

CareerSource Central Florida intends to award the contract to the firm that most closely meets the specific needs of CSCF, not solely on the basis of price. Proposals will be evaluated upon a combination of price and qualitative considerations. Qualitative considerations may include professional reputation, experience, expertise, and other factors. The Committee may request additional information while reviewing proposals from any or all respondents. The Committee reserves the right to contact and evaluate any respondent's references; contact any respondent to clarify any response; contact any of respondent's current or former clients or solicit information from any available source deemed pertinent to the evaluation process.

### **SELECTION CRITERIA AND MAXIMUM POINT VALUES:**

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
<b>Narrative</b> <ul style="list-style-type: none"><li>• Company structure</li><li>• Core values</li></ul>	25

<b>Staff</b> • Experience, credentials, and expertise	20
<b>Scope of Work</b> • Overview of strategy for achieving objectives/deliverables • Value-added services	25
<b>Cost Proposal</b>	20
<b>References</b>	10
<b>M/WBE Status</b>	5
<b>Veteran-owned business</b>	5
<b>TOTAL</b>	<b>110</b>

**APPEAL PROCESS:**

Once the final decision has been published, all responders have the right to appeal the process. Parties wishing to protest a contract award may submit their objections in writing within three (3) business days after the date of the notification of intent to award to Pamela Nabors, President/ CEO of CareerSource Central Florida. 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 evaluation committee
- Any illegal or improper act or omission in connection with the solicitation or selection of the proposer
- Other grounds that may substantially alter CSCF's award decision

The CSCF President/CEO will review the appeal and respond within 10 days after receipt of the letter from the aggrieved responder. Failure to file a protest within (three) 3 business days after the date of notification of intent to award the contract will constitute a waiver of the proposer's right to appeal.

If not satisfied with the President/CEO's response, the responder may appeal to the CSCF Executive Committee in writing, by certified mail, within 15 days after receipt of the President/CEO's response, to:

Chair, CSCF Executive Committee  
390 North Orange Avenue, Suite 700  
Orlando, FL 32801

The appeal will be scheduled to be heard at a time and place set by the Executive Committee Chair within 30 days after receipt of proposer's request. The meeting will be advertised and open to the public in accordance with applicable law. Decisions by the CSCF Executive Committee are final.

The appeal will not prevent CSCF from conducting contract negotiations and implementation of tasks with the prevailing proposals if it is in the best interest of the organization to do so. Responders not selected for award may request a meeting to discuss their proposal and receive technical feedback from CSCF staff. A written request for a debriefing may be submitted to the President/CEO, who will designate staff to conduct the review within 30 days of such a request.

**ATTACHMENT A - Cover Sheet**

**Business Name of Respondent:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**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:** \_\_\_\_\_ **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 RFQ by tendering an offer to CSCF; 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

\_\_\_\_\_  
Print Name

## ATTACHMENT B - 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 CSCF; (ii) CSCF's current Board of Directors; and (iii) an employee of CSCF. See the website for a current list of board members: [www.careersourcecf.com](http://www.careersourcecf.com).

### **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 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 CSCF staff or board member; (2) a CSCF board member is an employee of respondent; (3) respondent is an employee of CSCF; or (4) respondent is a business associate of any CSCF board member.

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

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

*Business associate* means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a CSCF staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, participant in a 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 CSCF 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 CSCF principal or who otherwise holds himself or herself out as, or is generally known as, the person whom a CSCF principal intends to marry, or with whom the CSCF principal intends to form a household, or any other natural person having the same legal residence as the CSCF 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 HAS ACCESS TO 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.

## 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 CSCF.

### Part I

#### INFORMATION ON RESPONDENT:

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

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

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

Business Phone \_\_\_\_\_

Email \_\_\_\_\_

### Part II

**IS RESPONDENT A RELATIVE OF ANY WORKFORCE PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

**IS ANY WORKFORCE PRINCIPAL AN EMPLOYEE OF RESPONDENT?**

\_\_\_ YES \_\_\_ NO

**IS RESPONDENT AN EMPLOYEE OF ANY WORKFORCE PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

**IS RESPONDENT A BUSINESS ASSOCIATE OF ANY WORKFORCE 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 CSCF awards a contract for **Healthcare and Employee Benefits Broker Services**. 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.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title of person completing this form



## **ATTACHMENT C - Vendor General Provisions, Certifications and Assurances**

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

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

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

The warranty of this section specifically includes compliance by contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable state, federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this agreement. Office of Management and Budget (OMB) circulars: contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7, the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally-assisted construction sub-agreements.

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

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties excluded from federal procurement or non-procurement programs.

### **3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from CSCF under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin

- 2) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability
- 3) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs
- 4) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs
- 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity
- 7) The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities
- 8) Equal Employment Opportunity (EEO): The contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37, as well as 41 CFR Part 60, and 45 CFR Part 80, if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS**

Clean Air and Water Act: when applicable, if this contract is in excess of \$100,000, contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall report any violation of the above to the contract manager. Energy Efficiency: The contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Florida's Energy Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

#### **5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, contractor must, prior to contract execution, complete the Certification Regarding Lobbying form.

#### **6. CONFIDENTIALITY**

It is understood that the contractor shall maintain the confidentiality of any information, regarding CSCF customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSCF for purposes related to the performance or evaluation of the agreement, may be divulged to CareerSource Central Florida or such other parties as they may designate having responsibilities under the agreement for monitoring or evaluating the services and performances under the agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All releases of information shall be in accordance with applicable state laws and policies of CSCF. No release of information by contractor, if such release is required by federal or state law, shall be construed as a breach of this section.

#### **7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement for the performance of experimental, developmental, or research work, shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

## **8. MONITORING**

At any time and as often as CareerSource Central Florida, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States, and the State of Florida, or their designated agencies or representatives, may deem necessary, contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this agreement. The above referenced records shall be made available at the contractor's expense, at reasonable locations as determined by CSCF. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource Central Florida.

## **9. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this agreement, contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money under this agreement and (2) the dollar amount of federal funds for the project or program.

## **10. PUBLIC ENTITY CRIMES**

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

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

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Vendor fails to provide any of the services it has contracted to provide; or
  - b. Vendor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the BOARD
4. Written notification of termination must be by registered mail, return receipt requested.

If contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the vendor, including court costs and attorney fees, when cause is attributable to the vendor, in accordance with the agreement terms.

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

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Name and Title of Authorized Representative

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Signature of Authorized Representative

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Organization/Business Name

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Date