



MEMORANDUM

TO: All Interested Proposers

FROM: CSCF Procurement Team

DATE: 12/20/2024

SUBJECT: Extension of Proposal Submission Deadline for RFP Number FIN-BS-PY25

CareerSource Central Florida (CSCF) would like to inform all potential proposers of an extension to the submission deadline for the Request for Proposal (RFP) for Banking Services (RFP Number FIN-BS-PY25).

The original submission deadline of **January 7, 2025, at 5:00 PM EST** has been extended to **January 10, 2025, at 5:00 PM EST**.

This extension is intended to allow all interested parties additional time to prepare and submit comprehensive proposals that fully address the requirements and scope outlined in the RFP.

Regards,

CSCF Procurement Team



REQUEST FOR PROPOSAL

FOR

BANKING SERVICES

RFP NUMBER – FIN-BS-PY25

ISSUE DATE:

12/17/2024

PROPOSAL SUBMISSION DEADLINE:

1/7/2025

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

1.0 INTRODUCTION

CareerSource Central Florida (CSCF) is the region's workforce development organization, providing high-quality services to employers and job seekers. CSCF is seeking proposals from qualified financial institutions to provide comprehensive banking services that align with our operational needs, financial management practices, and support for our mission. This Request for Proposal (RFP) outlines the requirements for the provision of banking services to CSCF.

2.0 BACKGROUND

CSCF is one of 21 workforce boards in Florida tasked with implementing the strategic vision outlined by the Workforce Innovation and Opportunity Act (WIOA). As a nonprofit organization, CSCF's mission is to connect businesses with job seekers by delivering comprehensive workforce development services across Central Florida.

To support its operations, CSCF manages a diverse range of funding sources and administrative functions, requiring robust and reliable banking services. These include, but are not limited to, the management of operating accounts, payroll processing, disbursements, investments, and other essential financial services. CSCF serves the communities of Lake, Orange, Osceola, Seminole, and Sumter counties, fostering economic growth and opportunity throughout the region.

3.0 OBJECTIVES

The primary objective of this RFP is to identify a financial institution that can:

1. Provide a wide range of banking services tailored to the needs of CSCF.
2. Offer competitive pricing structures and fees for banking services.
3. Ensure high levels of customer service, including dedicated account management.
4. Demonstrate the ability to meet CSCF's operational, regulatory, and compliance requirements.
5. Provide robust digital banking solutions for easy access, management, and reporting.

4.0 MINIMUM QUALIFICATIONS/ REQUIREMENTS

1. A federally or state-chartered bank, credit union, or other financial institution.
2. A track record of providing banking services to non-profit organizations or government agencies, preferably with experience in workforce development.
3. Ability to meet all regulatory and compliance requirements, including those specific to government funding and non-profit entities.
4. A minimum of 10 years of experience in providing similar banking services.
5. Mid to Large size organization.

5.0 CONTRACT TERM

Terms and conditions to be determined. CSCF contemplates transitioning to the selected Proposer/s effective April 1, 2025.

6.0 DESCRIPTION OF CURRENT SERVICES

1. CSCF's current annual operating budget is \$36,000,000.00.
2. CSCF has six (6) checking accounts:
 - One unrestricted account.
 - One payroll account.
 - One regular operating account.
 - One HSA/FSA account.
 - Two municipality-specific accounts.

The bank is authorized to transfer funds between these accounts to cover checks as they are written.

3. The unrestricted account has no set minimum and includes deposit activity.
4. The payroll account maintains a minimum balance of \$10,000 and includes deposit activity.
5. The regular operating account maintains an average balance of \$900,000.00 with \$2.5 million in monthly activity.
 - This account includes deposit activity.
 - It has check activity with an average of 20 checks written monthly.
6. CSCF receives regular Automated Clearing House (ACH) deposits into all of its accounts but does not currently utilize wire transfers.
 - The accounts process an average of 550 ACH debit files monthly.
7. CSCF currently uses reloadable "Global Cash" cards with a current annual budget of \$800,000.00.
8. CSCF has between 8-10 staff members with authorized credit cards.
 - CSCF requests the selected proposer to issue these credit cards.
 - Any associated costs should be detailed in the fee schedule for this request for banking services.

7.0 SCOPE OF SERVICES

The successful Proposer will provide the following services at a minimum:

1. Competitive Interest Rate

- Provide a competitive interest rate on all CSCF accounts, benchmarked against industry standards or local market rates. Include transparency in how rates are determined and disclose policies for potential rate changes.

2. Operating Accounts

- Maintenance of checking and savings accounts.
- Processing of deposits, withdrawals, and transfers.
- Account reconciliation services, including the provision of detailed activity reports.

3. Payroll Services

- Processing direct deposits for CSCF employees.
- Management of payroll tax payments and associated reporting.

4. Lines of Credit

- Lines of credit tailored to CSCF's needs.

5. Deposit Slips and Endorsement Stamps

- Provide deposit slips and endorsement stamps to CSCF at no cost or the lowest cost available. Specify the number of items included and expected delivery timelines.

6. Employee Benefits

- Offer CSCF employee benefits such as savings and checking account bonuses for opening accounts, waived fees, and promotional interest rates. Additional benefits, like financial literacy workshops or budgeting tools for employees, are highly encouraged.

7. Youth Program Accounts

- Provide checking and savings accounts for CSCF Summer Youth Program participants/customers.
- Include bonuses for opening accounts and reloadable debit cards with minimal or no transaction fees.
- Ensure services are accessible via mobile platforms and easy to use for younger customers.

8. Fraud Prevention Services

- Include robust fraud prevention tools such as Positive Pay for checks and electronic transactions. Advanced fraud detection analytics, real-time alerts, and secure reporting features are preferred.

9. Online Banking and Treasury Management Services

- Online Banking Features
 - Account access, bill payments, and transfers.
 - Online initiation and monitoring of stop payments, account transfers, and ACH transactions.
 - Advanced security measures, including multi-factor authentication and real-time fraud detection.
- Treasury Management Tools
 - Detailed reporting of prior-day, same-day, and monthly bank account activity (available in real-time or within specified timeframes).
 - Online wire transfers and ACH transactions with detailed reporting.
 - Imaging services for current and prior month deposits and checks.
 - Daily Positive Pay monitoring of transaction accounts to prevent fraud.
 - Daily balance reporting with visual summaries or dashboards for easy interpretation.
 - Customizable user access controls for managing varying levels of access to online banking and inquiry services.
- Mobile Banking
 - Mobile banking capabilities for CSCF employees and staff, ensuring accessibility and ease of use on various devices.

10. Compliance and Reporting

- Regulatory Compliance
 - Full compliance with all applicable government and industry regulations.
- Timely and Accurate Reporting
 - Monthly account statements and detailed analysis reports, including:
 - Average book balances in each account.
 - Average float and collected balance.
 - Earning allowance rate.
 - Transaction volumes.
 - Monthly fees for services.
 - Required balance for services.
- Annual summaries of account activity for CSCF's review and audit purposes.
- Enhanced Report Presentation
 - Include visualized summaries (e.g., dashboards, graphs, or charts) to facilitate easy interpretation and actionable insights.

11. Customer Support

- A dedicated customer service team available for day-to-day inquiries.
- A designated relationship manager, preferably located in Orange County, to manage CSCF accounts. The relationship manager must:
 - Respond to inquiries within the same business day or the first hour of the next business day if made after hours.
 - Interface with the institution's back-office personnel to resolve issues promptly.
 - Possess the authority to resolve problems and provide cross-departmental solutions.
- Regular (e.g., quarterly) performance reviews to ensure alignment with CSCF's needs.

12. Competitive Fees

- Provide the lowest, most competitive fees or, where possible, waive fees entirely. Include a detailed fee schedule and outline conditions for fee waivers. Ensure transparency around occasional or hidden fees, such as overdraft charges.

13. Value-Added Services

- Propose innovative and value-added services that align with CSCF's mission, such as:
 - Financial literacy programs for employees and youth program participants.
 - Sponsorship opportunities for CSCF events or initiatives.
 - Community engagement and partnership programs (e.g., job fairs, mentorship initiatives, or training workshops).
 - Grants or unrestricted funds to support CSCF's goals.

14. Annual Review of Services

- Conduct an annual review of services and charges with the designated relationship manager. The review should include recommendations for service improvements, updates on fee reductions, and discussions of evolving needs or new opportunities for collaboration.

15. Sustainability and Community Impact

- Detail how your institution supports sustainability goals and promotes economic equity in the community. Include examples of how your institution works with diverse businesses or nonprofits to foster long-term growth.

8.0 INSTRUCTIONS TO PROPOSERS

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

- Inquiries regarding this RFP should be submitted electronically to: publicresponse@careersourcecf.com. **Please type “INQUIRY – FIN-BS-PY25 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 “PROPOSAL – FIN-BS-PY25 Solicitation” in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on January 7, 2025. Proposals **must** be addressed to: Procurement@careersourcecf.com.
- To maintain integrity of the process, proposers must only submit questions and 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 RFP, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP 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.

9.0 PROCUREMENT TIMELINE (Tentative dates)

Date	Activities/Events
12/17/2024	RFP made available at 5 p.m. on the CareerSource Central Florida Internet: www.CareerSourceCentralFlorida.com
12/23/2024	Final Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. on 12/23/2024 via email at: Procurement@careersourcecf.com . Please type “INQUIRY – FIN-BS-PY25 Solicitation” in the subject line. Response to all questions will be made available on the CareerSource Central Florida’s website: www.CareerSourceCentralFlorida.com
1/7/2025	Electronic RFP responses are to be submitted in PDF format version compatible Acrobat PDF. Email containing proposal must be received by 5:00 PM EST. Please type “PROPOSAL – FIN-BS-PY25 Solicitation” in the subject line.
1/8/2025	Proposals will be opened privately on 1/8/2025, and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.
1/9/- 1/20/2025	Proposal review by review team, date to be confirmed
2/27/2025	Scheduled on Full Board of Directors agenda for approvals
3/15/2025	Negotiations and final Terms & Conditions drafted by 3/15/2025

10.0 SIGNATURE

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

11.0 FORMAT FOR PREPARING THE PROPOSAL

Proposals 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.

All proposals must be completed and signed using the provided proposal 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 RFP without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

Attachment “A” – Proposal form consists of the following documents.

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

Attachment “B” - Relationship Disclosure Form

Attachment “C” - Contractor 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.

Proposer’s submittal shall include a narrative. Information presented within narrative will be used by CSCF as criteria for evaluating all responses submitted in response to this RFP. The following consideration must be addressed with the narrative:

Proposers shall provide as part of Narrative:

1. Documentation/documents of all items listed under section 3.0 MINIMUM QUALIFICATIONS/ REQUIREMENTS
2. A description of services to be provided – see section 7.0 SCOPE OF SERVICES - This section should confirm the Proposers’ understanding of this RFP and the planned project. In addition, it should clearly outline the Scope of Services, the relationship manager’s role, understanding of current services and setting, proposed services to fulfill the Scope of Services, and methodology to continually provide competitive rates.
3. Include the job description for the Relationship Manager.
4. Describe experience and knowledge of government banking needs.
5. Detail the reloadable debit cards process of loading balances into CSCF customer accounts. Identify equipment (e.g. card readers etc.) required by CSCF to load card balances.
6. Detail for optional Flexible Spending Account (FSA) debit card process.
7. Detail the proposed approach for flexible and competitive credit card services, as well as details on suggestions for any automated services.
8. Details whether free banking or preferred checking services can be offered to CSCF staff which number about two hundred fifteen (250) individuals.
9. The response should specifically address proposed support, and resources which will be dedicated to CSCF to respond to service requests.
10. Describe the added value your financial institution can provide to CSCF. Please detail how your institution can support CSCF’s mission beyond traditional banking services. Examples may include: Innovative programs or services tailored to support financial literacy and empowerment for CSCF customers. Customized banking solutions or workshops designed to address the unique needs of CSCF customers and staff. Value-added initiatives that demonstrate your institution’s commitment to community impact and economic mobility.
11. Describe how your financial institution differs from its competitors. In addition to traditional competitive advantages, please highlight specific ways your institution contributes to nonprofit

organizations, including but not limited to: Sponsorships of community events or CSCF initiatives. Collaboration opportunities with CSCF and other nonprofit partners to enhance customer services and outcomes. Examples of financial support or unrestricted funds provided to nonprofit partners to further their missions. Networking opportunities or events to foster relationships between CSCF, your institution, and other community partners.

12. Opportunities to Give Back and Demonstrate Community Impact - How does your financial institution actively engage in giving back to the community? Please provide specific examples or proposals for how your organization can: Partner with CSCF on innovative projects or programs, such as financial literacy workshops, mentorship opportunities, or job training initiatives. Share success stories of collaborations with other nonprofits or community boards. Leverage resources, sponsorships, or grants to support CSCF customers and staff. Build long-term, mutually beneficial relationships with CSCF and other community stakeholders.
13. Three (3) letters of reference, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work.

***Please identify in the narrative if your business status is a certified minority-owned, women-owned or veteran-owned business.**

Each proposal is limited to 15 pages (excluding Cover Letter and Attachments A, B and C and Exhibits) and should be prepared simply and economically, providing a straightforward response to this RFP.

12.0 EVALUATION CRITERIA

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

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.

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

Criteria	Points
<p>❖ Qualifications/Experience of the Firm/Respondent</p> <ul style="list-style-type: none">• Relevance of financial institutions' experience, resources, and services• Experience with non-profit organizations and ability to meet our specific needs• Qualifications of the designated relationship manager	30
<p>❖ Technical Capabilities and Approach to Scope of Services</p> <ul style="list-style-type: none">• Ability to provide the services described in the Scope of Services• Quality of Narrative• Quality and security of online banking and technology solutions• Added value provided to CSCF	30
<p>❖ Price Proposal</p> <ul style="list-style-type: none">• Fees, incentives, account bonuses, and overall cost of doing business.	30
<p>❖ References</p> <ul style="list-style-type: none">• Quality of references provided within the Narrative	10
TOTAL	100

13.0 CONDITIONS AND LIMITATIONS OF THIS RFP

The following conditions are applicable to all proposals:

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

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

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

All proposals are subject to negotiation by CareerSource Central Florida.

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

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

14.0 IMPORTANT NOTICE TO ALL RESPONDENTS:

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

15.0 MINORITY/WOMEN/VETERAN/LABOR SURPLUS BUSINESS ENTERPRISES

Proposers 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 proposals 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.).

16.0 APPLICABILITY OF SUNSHINE LAWS

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CareerSource Central Florida) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the

Florida State Constitution). The respondents acknowledge that CareerSource Central Florida is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the respondents under this RFP, as well as certain meetings and other communications, are subject to such laws.

17.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

All proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing to Procurement@careersourcecf.com 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:

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

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

End of Page

ATTACHMENT "A"

Part 1 – Cover Sheet

Name of Respondent:
Business Address:
Phone:
Fax:
Years in Business:
Unique Entity Identifier (UEI): _____ FEIN Number: _____
DUNS #: _____
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/RFP 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

Part 2 – Cost/Price Proposal Form

Please list a fee schedule for each of the services requested by CSCF including those services for which there is no fee. The Financial Institution should specify that the proposed fees will be in place for the initial (1) year period of the contract. Please also provide the proposed fee schedule for the (4) year option period.

Proposed Banking Fees

1.

\$ _____

Proposer's Name: _____

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:

<https://www.careersourcecentralflorida.com/about-us/leadership/meet-the-board-consortium/>

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 RFP (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”

CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

***In the event there is a discrepancy between Contractor/Vendor and CareerSource Central Florida’s terms and conditions, this document shall prevail.**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

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

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract 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;
- c. 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 above; and/or
- d. 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.

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor 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 employee of Congress, or an 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.

Contractor shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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)

Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. 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;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS; PUBLIC 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 Contractor 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 Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor 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 Contractor 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 the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange Avenue, Suite 700 Orlando, FL 32801, NBlanco@careersourcecf.com.

V. 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.

VI. PROVISION AGAINST ASSIGNMENT

Contractor 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 of CareerSource Central Florida (the "Board"). Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor 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 (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Contractor 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.

IX. AMERICANS WITH DISABILITIES ACT

Contractor will comply with 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; 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.

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor 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, sexual orientation, gender identity, or national origin.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Contractor 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.

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

The Contractor, 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). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

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

XIV. ENVIRONMENTAL STANDARDS

Contractor 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 (EO11514);
- 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).

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

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. 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 (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances 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.

XVIII. 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. Written notification of termination must be by registered mail, return receipt requested.
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. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, 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, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/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.

XIX. COMPLIANCE WITH TANF

Contractor 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.

XX. 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.

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

XXI. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. 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 prohibit 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.

XXIII. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida 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 CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource 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 release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. 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.

Employees of Contractor, and agents and contractors of Contractor, granted access to CareerSource Central Florida's workforce information systems, including systems containing confidential information, must complete **Attachment D** to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Central Florida.

XXIV. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

XXVII. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

XXVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](#)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

XXIX. VENUE, GOVERNING LAW

This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Orange County, Florida.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/Business Name

Date