



WORKFORCE **CENTRAL FLORIDA**

REQUEST FOR QUALIFICATIONS

**SHORT-TERM TRAINING OPTIONS
FOR ADULT JOB SEEKERS**

**ISSUE DATE:
OCTOBER 11, 2013**

**PROPOSAL SUBMISSION DEADLINE:
NOVEMBER 15, 2013, NOON (EST)**

**Workforce Central Florida
707 Mendham Boulevard, Suite 250
Orlando, Florida 32825**

REQUEST FOR QUALIFICATIONS

Short-term Training Options for Adults

INTRODUCTION:

The Workforce Board of Central Florida, d/b/a Workforce Central Florida (WCF) is requesting proposals from qualified entities having the background and expertise to provide short-term, pre-vocational training options for Workforce Investment Act eligible adults, including dislocated workers, displaced homemakers, individuals with background challenges, long-term unemployed, and workers with significant work histories needing to re-enter the workforce.

BACKGROUND:

Central Florida Regional Workforce Development Board, Inc., d/b/a WORKFORCE CENTRAL FLORIDA (WCF), is a Florida not-for-profit corporation that serves as one of 24 regional workforce boards in the State of Florida. WCF serves Region 12, which covers Lake, Orange, Osceola, Seminole and Sumter counties. These five counties, which comprise a local workforce investment area under Florida's Workforce Innovation Act of 2000, entered into an Inter-local Agreement, effective February 18, 2003, under which WCF was designated as "the administrative entity and fiscal agent for all programs promulgated" under the Workforce Investment Act of 1998 and Florida's Workforce Innovation Act of 2000. WCF is also organized as a charitable **tax-exempt** entity under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

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

SCOPE OF SERVICES AND REQUIREMENTS:

WCF provides Workforce Investment Act funded activities to approximately 2,000 participants in a program year. Services are offered at all of WCF's One Stop Centers located through the region. It is WCF's intention, based on qualifications received, to offer a variety of the proposed service options at its all of its One Stop Centers.

Workforce Central Florida office locations:

LAKE COUNTY

1415 South 14th Street, Suite 101, Leesburg, Florida 34748

OSCEOLA COUNTY

1392 East Vine Street, Kissimmee, Florida 34744

EAST ORANGE COUNTY

4360 East Colonial Drive, Orlando, Florida 32803

SOUTH ORANGE COUNTY

1563 Florida Mall Ave, Orlando, Florida 32809

WEST ORANGE COUNTY

609 North Powers Drive, Suite 340, Orlando, Florida 32818

SEMINOLE COUNTY

2884 South Orlando Drive, Sanford, Florida 32773

DESCRIPTIONS OF TARGET GROUPS

It is WCF's intention to offer requested services to adults who may meet one or more of the following criteria:

- **Veterans and Eligible Spouses:** Proposers are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Federal Reg. 78132 on December 19, 2008.
- **Displaced homemakers:** an individual who has been providing unpaid services to family members in the home and who: has been dependent on the income of another family member but is no longer supported by that income; AND is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. This group may include individuals who are divorced or widowed, have been subject to mental or physical abuse, or spouses of workers who have been laid off from jobs and are attempting to enter or re-enter the job market.
- **Adult offenders:** an individual aged 22 or older who has been convicted of a felony or Class 1 misdemeanor and who has or will experience difficulty in entering employment as a result.
- **Long-term unemployed and/or mature workers:** unemployed for at least 15 consecutive weeks of the last 52 weeks, with limited opportunity in the individual's local labor market for reemployment in a similar occupation. Such an individual must still be able to demonstrate the ability to attach to the workforce.
- **Dislocated worker, head of household:** an individual who has been laid off from employment, is eligible for or has exhausted unemployment compensation, and is unlikely to return to that previous occupational area due to lack of openings or lack of sufficient skills, and who is the sole support for one or more children. Services provided to this group will focus on preparing individuals to enter or reenter the job market and earn self-sufficient incomes to support themselves and their families.

STATEMENT OF WORK**SHORT-TERM, PRE-VOCATIONAL TRAINING**

Short-term, pre-vocational activities are for unemployed or underemployed workers who possess a body of knowledge with specific skills, but lack occupational credential or require short-term continuing education or occupational training offerings. WCF is

seeking short-term, “pre-vocational services”, lasting no more than 40 instructional hour, and at a cost of \$1000 or less per participant. Pre-vocational services must be linked to employment or a plan for continued training within occupational skills training identified on the Targeted Occupations List (TOL)

(<http://www.workforceflorida.com/Publications/TargetedOccupationsList/TargetedOccupationsList.php>).

WCF intends to fund short-term, pre-vocational training separately from its current Individual Training Accounts process. Participants may be enrolled in these short term pre-vocational courses, through an adult education program, or other local educational agency or institution.

WCF is interested in pre-vocational activities that engage participants in the development of long-term soft skills and technical proficiencies. Based on recent labor statistics, WCF has identified the following fastest-growing industries in RWB Region 12 as areas of interest to provide training (list is not exhaustive) to individuals who are in need of new skills or skills upgrade:

- Telecommunications
- Administrative and Support Services
- Waste Management and Remediation Service
- ISPs, Web Search Portals, and Data
- Processing Services
- Waste Management and Remediation Services
- Nursing and Residential Care Facilities

The core competencies for these occupations could include, but not are limited to, short-term prevocational services in:

- Beginning computer applications
- Telecommunications installation
- OSHA
- Forklift training/safety
- Customer service
- Certified Nursing Assistant/Home Health Aide
- CPR/First Aid
- Phlebotomy
- Security Guard/Private Security Officer

INTENSIVE, SHORT-TERM GED SERVICES

WCF is interested in providing intensive remediation and instruction to adults who are within approximately six months of being ready to take the General Education Diploma exam. WCF is interested in service models that offer a “fast-track” approach that targets those who need to pass one or two subject-matter tests, or who may need a quick general brush-up in all subjects, to be prepared to take the exam. Service models must address what strategies will be used to address the new test content scheduled for 2014.

Service strategies must include computer literacy, career counseling and job-search

activities, while participants are preparing to take the exam. It is expected that services will be offered at least 20 hours per week. Once participants take the exam, selected providers will be expected to work with WCF WIA Counselors to assist the participants gain employment and/or explore career options.

CONTRACT and PERFORMANCE TERMS

All agreements entered into as a result of this process will be in the form of a fixed price contract with a performance component. The benchmarks will be primarily tied to training enrollments, completions, number of individuals gaining employment or continuing training through post-secondary enrollment.

In addition to the academic and vocational goals outlined in your proposal, programs will be expected to achieve positive outcomes for at least 75% of those enrolled in the program. For occupational skills training providers, this means placement into a training-related job, at an average wage of at least \$12.62 per hour, with 30-day retention. If, because of your target population, you anticipate placement rates or wages below these levels, you must provide a clear and compelling explanation as to why these performance standards should not apply to your program.

Education programs are expected to place at least 75% of those enrolled into programs leading directly to a job. Placement into a post-secondary program is a positive outcome only if the post-secondary program can be shown to lead directly to employment. Education programs funded under this RFQ will also be subject to educational advancement outcomes determined during the contract negotiation process.

Note to Minority/Women Business Enterprises: 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.).

APPLICABILITY OF SUNSHINE LAWS:

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

INSTRUCTIONS TO PROPOSERS:

This Request for Qualifications (RFQ) is a solicitation and not an offer to contract. Interested parties desiring to provide short-term, pre-vocational training as described in this RFQ must submit sealed responses in the following manner:

- One (1) original and five (5) copies plus one digital (flash drive) version compatible to Microsoft Office Word 2010 or in Acrobat PDF clearly marked with the respondent's business name must be provided to WCF;

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- Proposals must be submitted not later than noon, EST. on, November 15, 2013, to:

Nilda Blanco, Compliance Director
 c/o Workforce Central Florida
 707 Mendham Boulevard, Suite 250
 Orlando, Florida 32825.

Responses by telephone, fax, or e-mail 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 location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. **It is the respondent's sole responsibility to ensure his or her proposal reaches WCF on time.**

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 Request for Qualifications, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFQ are solely those of the respondent, and WCF assumes no responsibility for any of such costs.

WCF contemplates establishing a vendor list of those respondents that best address the needs of WCF and its participants. WCF anticipates entering into a one-year, renewable agreement for services (with a right of convenience termination in favor of WCF). WCF shall have the option, in its sole and absolute discretion, to renew the contract for two additional one year terms. The offer of an option renewal period is not guaranteed, and the award of the initial contract does not imply an exercise of the option renewal. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFQ.

Important Notice to All Respondents: WCF is funded entirely by federal grants. Accordingly, all sums due and payable by WCF 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.

PROCUREMENT TIMELINE

Date	Activities/Events
10/15/13	RFP made available at noon EST, on the WCF Internet: http://www.workforcecentralflorida.com
11/13/13	Final Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. via email at: publicresponse@wcfla.com Response to all questions received will be made available on the Internet at http://www.workforcecentralflorida.com
11/15/13	Sealed RFP responses (1 original and 5 copies) must be received by 12 noon. (EST) at WCF Board Office, 707Mendham Blvd. Suite

	250, Orlando, FL 32825
	Responses are opened at the WCF Board Office conference room and technical review completed.
Week of November 18-25	Review Committee Meeting to discuss and review scores. Formal recommendation prepared for Executive Committee. Proposers may be asked for short presentation. Proposers to be notified.
Week of November 25 – December 6	Contract negotiations & contract execution begins
December 2013	Contract performance commences.

RFQ QUESTIONS:

All questions/inquiries regarding this RFQ are to be submitted electronically to: [www. publicresponse@wcfla.com](mailto:publicresponse@wcfla.com) between October 11, 2013 and November 13, 2013. **Please type “Short-term, Pre-Vocational Training RFQ” in the subject line.** Final clarifying and technical questions are due by 3:00 P.M. (EST) on November 13, 2013. All questions by potential proposers will be addressed in a Q&A section posted to WCF’s website. (www.workforcecentralflorida.com).

Respondents may not direct any queries or statements concerning their proposal to the WCF board of directors, officers or staff (or business associates or family members of any of the foregoing). Any respondent who initiates any communications in any manner other than that described may be subject to disqualification from this procurement. WCF may issue an addendum to this Request for Proposals. WCF will make the addendum available on its website for access by potential respondents.

PROPOSAL FORMAT AND REQUIREMENTS:

Proposals must be in the format delineated below with each section specifically tabbed and identified. Responses must be no longer than 20 Pages in length as per the proposal format outlined below. If a respondent would like to propose a pre-vocational training option AND a work readiness training option, the respondent must submit two separate proposals.

Acceptable proposals shall, at a minimum, meet the specifications contained in this RFQ. Respondents are responsible for determining all factors necessary for the preparation of informative, responsive proposals. Proposals should demonstrate methods and expertise to accomplish the tasks identified in the Scope of Work. The contents of the proposals should be clear, concise, and easy to understand. Proposals that do not meet the requirements will be deemed non-responsive.

WCF reserves the right to award a contract pursuant to this RFQ without further discussion with respondents. Therefore, it is important that each proposal is complete and adheres to the format and instructions set forth below:

Proposal Format

1. Attachment A - Cover Page

2. Narrative - Experience and qualifications in delivering short-term, prevocational services curriculum for the customer groups described.

A. Professional Qualifications and Experience

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

B. Proposal with Project Plan and Proposed Timeline

- Describe the pre-vocational training options to be offered, including the curriculum to be used, competencies learned by participants, credentials obtained by participants (if applicable), delivery method, workbooks/learning materials provided to participants.
- Describe how your organization will collaborate with WCF program staff to support participant outcomes.
- Describe any assessments utilized during training.
- A proposed schedule (including anticipated start dates, locations and anticipated completion dates) to provide training at designated locations.
- Describe what benchmarks will be used to measure participant success.

C. Staff

- Discuss proposed staff who would be assigned to this project, including credentials, training experience, and other project relevant work.
- Describe strategies for personnel coverage.

3. Price Proposal

- Describe costs and outline fees. WCF intends to negotiate a fixed price contract for services.

4. Attachment B – Past Performance

Please be brief and to the point. We do not expect a list of all performance criteria – include only the key points that you have determined to best relate to the requirements of this RFQ. A maximum of 1 page per project/contract and a minimum of 4 projects are required. Respondents may list more than 1 contract/project per page by simply duplicating the table on the page.

5. Attachment C – Relationship Disclosure Form – original must be signed in blue ink.

6. Attachment D – Vendor Assurances – original must be signed in blue ink.

EVALUATION PROCESS AND SELECTION CRITERIA:

The appointed WCF Evaluation Committee will review and evaluate each proposal and will make a recommendation to the WCF President and CEO based on the criteria established in this section. The WCF Board of Directors will make the final selection of the vendor in its discretion.

All proposals will be rated by the members of the WCF Evaluation Committee. The points given to each selection criteria category (see below) by individual Committee members will be averaged to determine a respondent's score for each category. Each respondent's category scores will be added to arrive at a total overall score.

WCF intends to award the agreement for the required services to the respondent that most closely meets the specific needs of WCF, not solely on the basis of price. Proposals will be evaluated upon a combination of price and qualitative considerations. Qualitative considerations may include curriculum, 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.

Although the Committee will use the category and overall scores as a guide, the Committee has the right to make its final recommendation based on the best interest of WCF and depart from such scores.

SELECTION CRITERIA AND MAXIMUM POINT VALUES:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
Experience and Qualifications A. Qualifications of the proposer, including but not limited to, its experience and that of staff assigned to the project (10 points) B. Demonstrated experience with projects of comparable nature (10 points)	20
Proposal Content A. Services to be provided (20 points) B. Proposed outcomes of services delivery (10 points)	30
Past Performance/References A. Past performance - Attachment B (10 points) B. References obtained by WCF (10 points)	20
Proposed Fees	30
M/WBE STATUS – 5 points bonus	
TOTAL	100

APPEAL PROCESS:

All proposers have the right to appeal the process. Parties wishing to protest a contract award may submit their objections in writing within 3 business days after the date of the notification of intent to award to another proposer to the President/ CEO of Workforce 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 rating team upon which the decision was made.
- Unfair competition or conflict of interest in the decision making process.
- Any illegal or improper act or omission in connection with the solicitation or selection of the proposer.
- Other grounds that may substantially alter WCF's award decision.

The WCF President/CEO will review the appeal and respond within 10 days after receipt of the letter from the aggrieved proposer. Failure to file a protest within 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 the aggrieved proposer is not satisfied with the President/CEO's response, the proposer may appeal to the WCF Executive Committee by sending written request by certified mail, within 15 days after the proposer's receipt of the President/CEO's response to:

Chair, WCF Executive Committee
707 Mendham Blvd., Suite 250
Orlando, FL 32825

The appeal will be scheduled to be heard at a time and place set by the Executive Committee Chair . The meeting will be advertised and open to the public in accordance with applicable law. Decisions by the WCF Executive Committee are final.

The appeal will not prevent WCF 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.

Proposers not selected for award may request a meeting to discuss their proposal and receive technical feedback from WCF 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 request.

ATTACHMENT A

Cover Sheet

Business name of respondent: _____

Business Address: _____

Phone: () _____ **Fax:** () _____

Years in Business: _____

DUNS Number: _____ **FEIN Number:** _____

Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:

Name and Title: _____

Phone: () _____ **Fax:** () _____ **Email:** _____

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFQ by tendering an offer to WCF; 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

ATTACHMENT B

PAST PERFORMANCE

Respondent: _____

Describe your past performance for same or similar services described in the RFQ, or comparable experience by completing the following:

Contract/ Project Title:	
Contact Information (include organization name/address, primary point of contact name/title, telephone, and email address).	
Number of customers served:	
Date Started:	Date Completed:
Brief Summary of services provided (narrative):	
Measurable outcome(s), if any upon completion of project:	
Professional Staff Assigned:	
<ul style="list-style-type: none">• Qualifications: • Major areas of responsibility	

Attachment C

Relationship Disclosure Form

Relationship Disclosure Form

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President & CEO of WCF; (ii) WCF's current board of directors; and (iii) an employee of WCF. A listing of WCF's current board may be found here: <http://www.workforcecentralflorida.com/about-us/board-of-directors.stml>.

QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

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

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any Workforce 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 WCF staff or board member; (2) a WCF board member is an employee of Respondent; (3) Respondent is an employee of WCF; or (4) Respondent is a business associate of any WCF 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 WCF staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venturer, 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 WCF 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 WCF Principal or who otherwise holds himself or herself out as or is generally known as the person whom a WCF Principal intends to marry or with whom the WCF Principal intends to form a household, or any other natural person having the same legal residence as the WCF 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 Legal Services Committee and the President & CEO of WCF.

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 WCF.

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 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 WCF awards an agreement for legal 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, title of person, and organization name of individual completing this form:

VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

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

By signing the Agreement, the Vendor is providing the assurances and certifications as detailed below:

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

The prospective VENDOR certifies to the best of its knowledge and belief, that it and its principals are: not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective VENDOR is unable to certify to any of the statements in this certification, such prospective VENDOR shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

The VENDOR certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. WORKER'S COMPENSATION RELEASE.

The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the Workforce Central Florida shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

V. COST ANALYSIS CERTIFICATION.

That the cost data presented on line-item budgets or bids related to this agreement were accurate, complete and current at the time of modified agreement on price. I understand that negotiating this award, or modification, based on this data provides Workforce Central Florida the right to a price adjustment to exclude any significant sum by which the price was increased because I had knowingly submitted data that were not accurate, complete or current as certified.

VI. ACCESS TO RECORDS

Access by Workforce 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 the VENDOR or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to VENDOR's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

VII. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

The VENDOR agrees that, if applicable, it shall comply with all applicable OMB circulars, such as A-21-Cost Principles for Educational Institutions, A-87-Cost Principles for State, Local and Indian Tribal Governments, A-102-Grants and Cooperative Agreements with State and Local Governments, OMB A-110-Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, A-122- Cost Principles for Non-Profit Organizations and A-133-Audits of States, Local Governments and Non-Profit Organizations, as applicable. The OMB circulars can be found at the following website; <http://www.whitehouse.gov/omb/circulars>.

VIII. RECORD RETENTION

The VENDOR will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

IX. PROVISION AGAINST ASSIGNMENT

The VENDOR shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve the VENDOR from this modified agreement.

X. DAVIS-BACON ACT

The VENDOR will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

XI. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

The VENDOR is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

XII. AMERICAN WITH DISABILITIES ACT

The VENDOR will comply with the American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities

XIII. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal VENDORS and SUBVENDORS not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the VENDOR/SUBVENDOR to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

XIV. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

The VENDOR agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XV. CLEAN AIR/CLEAN WATER ACT

The VENDOR, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). The VENDOR shall report any violations of the above to the Board.

XVI. ENERGY EFFICIENCY

The VENDOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

XVII. ENVIRONMENTAL STANDARDS

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

XVIII. INTEGRITY

The VENDOR shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, the VENDOR must, prior to execution, complete the Certification Regarding Lobbying Form.

XIX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all VENDORS receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

XX. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XXI. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. The VENDOR fails to provide any of the services it has contracted to provide; or
 - b. The 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 the VENDOR disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the Workforce 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, the VENDOR shall be liable to the Board for damages sustained for any breach of this modified agreement by the VENDOR, including court costs and attorney fees, when cause is attributable to the VENDOR.

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

XXII. 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.

The VENDOR also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The VENDOR understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

Name and Title of Authorized Representative

Signature of Authorized Representative

Service Provider

Date