



**| INVITATION TO NEGOTIATE ADDENDUM #1**

**FOR**

**BANKING AND FINANCIAL SERVICES**

**ITN NUMBER FIN- BS -15052**

**ISSUE DATE:**

**February 27, 2015**

**| ADDENDUM #1 ISSUE DATE: March 4, 2015**

**PROPOSAL SUBMISSION DEADLINE:**

**| March 19, 2015 4:00 PM (EST) as Revised via ADDENDUM #1**

**CareerSource Central Florida  
Administrative Offices  
707 Mendham Boulevard, Suite 250  
Orlando, Florida 32825**

**| Denotes Change**

## FOR BANKING AND FINANCIAL SERVICES

### **INTRODUCTION:**

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

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

### **PURPOSE**

CareerSource Central Florida (hereinafter also referred to as CSCF) intends to negotiate a banking and financial services agreement(s). By way of this Invitation to Negotiate (ITN), we invite proposals from qualified public depositors for the banking and financial services described herein. It is the intent of CSCF to have one bank provide all of the services described; however, services may be contracted with more than one bank if doing so benefits CSCF. CSCF contemplates transitioning to the selected Proposer effective July 1, 2015.

### **Description of Current Services**

- A. CSCF current annual operating budget is \$34,000,000.00.
- B. CSCF has three (3) checking accounts including (1) one unrestricted account, (2) one payroll account, and (3) one regular operating account. The bank is authorized to transfer funds from the three accounts to the appropriate account to cover checks as they are written.
- C. The unrestricted account has no set minimum. This account has deposit activity.
- D. The payroll account is set up to maintain a minimum balance of \$10,000. This account has deposit activity.
- E. The regular operating account maintains an average balance of \$500,000.00 with

\$2.5 million monthly activity. This account has deposit activity. This account has check activity with an average of 125 checks monthly. |Addendum #1 Deletes the following from ITN: Attached, as Exhibit A, is a Relationship Summary Account Analysis which contains the account rate structure.

- F. CSCF receives regular Automated Clearing House (ACH) deposits into all of its accounts but does not currently utilize wire transfers. The accounts have an average of 549 ACH debit files monthly.
- G. CSCF currently purchases prepaid cards on a monthly basis, with a current annual budget of \$800,000.00. The cards range in value of \$25 to \$100 and are provided to CSCF customers for gas and clothing. CSCF would like to transition to a prepaid reloadable card system. CSCF asks that the Proposer selected under this ITN have the ability to deliver this service and to detail the process of distribution of cards and reloadable features available. Any charges or waiver of charges should be included in the fee schedule for this request for banking services.
- H. CSCF has between 8 -10 staff with authorized credit cards. CSCF would like the selected Proposer to issue the credit cards. Any costs associated with the cards, if any, should be indicated in the fee schedule for this request for banking services.

## **SERVICES REQUESTED**

### **Scope of Work**

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

- A. The Institution must be a Federal or Florida-chartered bank or credit union with full service branches in Orange, Seminole, Osceola, Lake and Sumter Counties.
- B. All CSCF funds are considered public funds and must be **collateralized** or insured according to state and federal laws. The Institution must be a Qualified Public Depository.
- C. A competitive interest rate on the accounts.
- D. A fraud prevention service such as Positive Pay.
- E. An online transaction viewing and online initiation of stop payments, account transfers, and ACH transactions.
- F. Online Treasury Manager Access services:
  - a. Prior day, same day, and monthly bank account activity detail reporting.
  - b. Online wire transfers/ACH transactions with detailed reports.
  - c. Online stop payments and voided checks.
  - d. Daily balance reporting.

- e. Imaging services for current and prior month deposit and checks.
- f. Daily positive pay monitoring of transaction accounts.
- g. Ability to control access to various online banking inquiry services.

G. A monthly account analysis report, including at a minimum:

- a. Average Book balances in each account.
- b. Average Float in each account.
- c. Average Collected Balance.
- d. Earning Allowance Rate.
- e. Transaction Volumes.
- f. Monthly Fees for Services.
- g. Required balance for services.

H. A designated relationship manager who is assigned to the CSCF accounts who will be CSCF's point of contact for all issues in working with the Institution. If possible, it is preferred that the individual be from a bank branch located in Orange County.

- a. This individual would be expected to return calls or emails during the same business day or within the first hour of the next business day if the request is made after business hours
- b. The person must be able to interface with Institution "back office" personnel.
- c. The individual must have the authority to resolve problems and provide solutions when problems arise across Institution departments.

I. The elimination of lowest cost when compared to other offers of all 'hard costs' except check printing.

J. The lowest most competitive fees or no bank fees.

K. Deposit slips and endorsement stamps that will be provided at no cost or lowest cost to CSCF.

L. An annual review of services and charges with the designated relationship manager.

### **Period of Contract**

The term for this contemplated Contract shall be for five years with the option to extend the Contract for an additional five (5) year period. The Contract will contain a clause allowing for termination for convenience with agreed upon notices for both parties.

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

### **MINORITY/WOMEN/VETERAN BUSINESS ENTERPRISES**

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

### **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 ITN, as well as certain meetings and other communications, are subject to such laws.

### **INSTRUCTIONS TO PROPOSERS**

This ITN is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for banking services as described in this ITN must submit sealed responses to CareerSource Central Florida 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 and address;
- Proposals when sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- Proposals must be submitted no later than 4:00 PM (EST), on March 19, 2015, to:

**William Warren, Procurement/Contracts Manager**  
c/o CareerSource Central Florida  
707 Mendham Boulevard, Suite 250  
Orlando, FL 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 response is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address.

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 ITN, or until one or more of the proposals have been awarded. Preparation costs for responses to this ITN are solely those of the respondent, and CareerSource Central Florida assumes no responsibility for any of 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.

**PROCUREMENT TIMELINE (Tentative dates)**

Date	Activities/Events
02/27/2015	ITN made available at 4 P.M. EST, on the CareerSource Central Florida Internet: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a>
03/10/2015	Final Clarifying/Technical questions concerning the ITN must be received by 3:00 p.m. on March 10, 2015 via email at: <a href="mailto:publicresponse@careersourcecf.com">publicresponse@careersourcecf.com</a> Response to all questions will be made available on the CareerSource Central Florida’s website: <a href="http://careersourcecentralflorida.com/about/rfps-rfqs-solicitations">http://careersourcecentralflorida.com/about/rfps-rfqs-solicitations</a>
<u>03/19/2015</u>	<b>Sealed ITN responses (1 original and 5 copies) plus one digital (flash drive) version compatible to Microsoft Office Word 2010 or in Acrobat PDF must be received by 4:00 PM EST at CareerSource Central Florida Board Office, 707Mendham Blvd. Suite 250, Orlando, FL 32825.</b>
04/30/2015	Bids will be opened privately and Proposers will be notified as to successful bidder(s) by April 30, 2015.
06/30/2015	Negotiations & Vendor Agreement completed with awarding of contract to allow for services effective date of 07/01/2015.

**ITN QUESTIONS**

Proposers shall promptly notify the CareerSource Central Florida of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. All questions/inquiries regarding this ITN are to be submitted electronically to: [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com) between February 27, 2015, and March 10, 2015. **Please type “BANKING AND FINANCIAL SERVICES” in the subject line.** Final clarifying and technical questions are due by 3:00 P.M. (EST) on March 10, 2015. All questions will be addressed in a Q&A section posted to CareerSource Central Florida’s website at (<http://careersourcecentralflorida.com/about/rfps-rfqs-solicitations>).

Respondents may not direct any questions or statements concerning their proposal to CareerSource Central Florida’s Board of Directors, officers, staff (or business associates or family members of any of the foregoing) or third party agents acting on behalf of CareerSource Central Florida. Any respondent who initiates any communications in any manner other than that described may be subject to disqualification from this procurement. CareerSource Central Florida may issue an addendum to this ITN and will make the addendum available on its website for access by potential respondents.

**There will not be a bidders' conference for Proposers to ask questions.** CSCF will try to respond within forty eight (48) hours business hours. We thank you in advance for your time and effort and look forward to reading and reviewing your proposal(s).

### **Decision Not To Respond**

If your Institution elects not to submit a proposal, please send an email to [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com) as to why you are unable or unwilling to respond.

### **Confidentiality**

CSCF shall not discuss or disclose proposals or their proposed cost with competing Institution s during the selection process or otherwise disclose them in public, except as may be required under Federal Freedom of Information Acts and Florida's Public Records Act. Proprietary information that is submitted must be identified as such, at the time of submission and shall not be disclosed to the public or competing Proposers.

### **PROPOSAL FORMAT AND REQUIREMENTS**

Proposal must include Proposer name, address, telephone and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the Proposer and include the name, title, address, and telephone number of the individual who is the Proposer's designated representative.

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 day validity period, CareerSource Central Florida reserves the right to negotiate extensions to the proposal validity date.

Acceptable proposals shall, at a minimum, meet the specifications contained in this ITN. 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 Services Requested narrative. 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.

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

### **RESPONSE FORMAT**

- 1. Attachment A Cover Page.**
- 2. Attachment B Relationship Disclosure Form – original must be signed in blue ink.**

### **3. Attachment C Vendor Assurances** – original must be signed in blue ink.

The format of each proposal must also contain the following elements organized into separate chapters and sections, as the Proposer may deem appropriate.

- Understanding CSCF's Requirements
- Approach
- Work Plan
- Management Plan and Timetable
- Relationship Manager
- Cost

#### Understanding CSCF's Requirements

This section should confirm the Proposers' understanding of this ITN and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance. Of particular importance, the relationship manager, understanding of current services and setting, proposed services to fulfill the scope of work, and methodology to continually provide competitive rates.

#### Approach and Work Plan

This section should describe the recommended approach regarding the services and assistance provided. The work plan should clearly identify tasks that the Proposer will undertake as distinguished from those that are the responsibility of the CSCF. Absence of this distinction will mean the Proposer is fully assuming responsibility for tasks.

The proposal must address, in depth, the Proposer's plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this ITN. The proposal should also list documentation and/or authorization that will be required from CSCF and the reason therefore.

Detail the reloadable debit cards process of loading balances unto CSCF customer accounts. Identify equipment (e.g. card readers etc.) required by CSCF to load card balances.

Detail for optional Flexible Spending Account (FSA) debit card process.

Detail the proposed approach for flexible and competitive credit card services, as well as details on suggestions for any automated services.

Details whether free banking or preferred checking services can be offered to CSCF staff which number about two hundred fifteen (215) individuals.

The response should specifically address proposed support, and resources which will be dedicated to CSCF to respond to service requests.

#### Management Plan and Timetable



Provide a suggested institution transition plan.

### Relationship Manager

Detail the role, authority, and responsibilities of the relationship manager, including, but not limited to, their authority to resolve problems and seek negotiated solutions to issues that may arise with other institution departments.

Include the job description for the Relationship Manager.

Describe experience and knowledge of government banking needs.

Describe the mechanisms that will be in place to expedite answer to questions and solutions to problems that may arise from time to time.

- Describe the Proposer's local office experience with similar governmental entities.
- Provide the number of branches that are located in Orange, Seminole, Osceola, Lake and Sumter Counties.

### Cost

This element of cost should provide a fee schedule for each of the services requested by CSCF including those services for which there is no fee. The Institution should specify that the proposed fees will be in place for the five (5) year period of the contract. The Institution should also provide proposed fee schedule for the (5) year option period.

Best and final negotiated prices submitted shall be valid for a period of ninety calendar days from the original due date if this ITN until such time a contract is signed, unless extended in writing.

CSCF is a tax exempt organization.

### **Immigration Reform and Control Act of 1986**

The Proposer certifies that it does not, and will not during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Proposer agrees that its employment of any person without legal status may subject it to termination of contemplated contract for default and agrees to include a similar provision in any subcontract.

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

The CareerSource Central Florida President and CEO will appoint a committee to review and evaluate each response. CareerSource Central Florida may request

additional information while reviewing proposals from any or all respondents. CareerSource Central Florida 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. Proposals will be evaluated by committee. Committee members are not to be contacted during the evaluation process. A recommendation will be made to the President/CEO based on the proposal that best meets the specific needs of the organization.

**Basis of Award**

The selection Committee will base its recommendation on the "Evaluation Criteria" set forth in the ITN.

Based on the results of the preliminary evaluation, the highest rated Institution(s) may be invited to make an oral presentation to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanation of the proposed approach, work plan, and qualifications of the Institution. The award will be made to the responsible Proposer whose offer is responsive and is most advantageous to CSCF, cost and other factors considered.

**Evaluation Criteria**

The Committee will base the initial and final evaluation on the following criteria:

<b>Maximum Points</b>	<b>Evaluation Criteria</b>
10	Understanding CSCF requirements
20	Approach and work plan
10	Management plan and timetable
30	Cost
30	Relationship Manager
<b>100 Points Total</b>	

CareerSource Central Florida intends to select the most qualified and experienced proposal that meets the specific needs of the organization. CareerSource Central Florida will then enter into negotiations with the selected organization(s) to further define each task in the scope of work, associated work products and deliverables, and total fee for the project. CareerSource Central Florida expects to develop and execute a contract from these negotiations and reserves the right to change, modify or amend the scope of the proposal to fit the needs and requirements of CareerSource Central Florida, including reserving the right to award the contract to one Proposer or to divide the package, thus awarding multiple contracts to multiple Proposers based on these requirements. The organization reserves the right to cancel any and all of this solicitation if it determines it is in the best interest to do so.

**APPEAL PROCESS:**

All proposers have the right to appeal the process. Parties wishing to challenge the

process may submit their objections in writing within three business days after the date of the notification of intent to award to selected vendors to the President/ CEO of CareerSource Central Florida 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 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.

Cover Sheet

<b>Name of respondent: :</b>	
<b>Business Address:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Years in Business:</b>	
<b>DUNS Number:</b> _____	<b>FEIN Number:</b> _____
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:	
<b>Name and Title:</b> _____	
<b>Phone:</b> ( ) _____ <b>Fax:</b> ( ) _____ <b>Email:</b> _____	
<p>I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP/RFQ/ITN 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.</p>	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

| Denotes Change

## Relationship Disclosure Form

### Relationship Disclosure Form

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

### QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

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

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any CareerSource Central Florida staff or board member.

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

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

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

*Business associate* means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a CareerSource Central Florida staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, vendor, consultant, service provider, officer, director or shareholder (excluding shares traded on a regulated national or regional securities exchange).

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written,

whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

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

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

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

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

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

-END OF PAGE-

## RELATIONSHIP DISCLOSURE FORM

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

### **Part I**

#### **INFORMATION ON RESPONDENT:**

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

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

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

Business Phone (     ) \_\_\_\_\_

Facsimile (     ) \_\_\_\_\_

### **Part II**

**IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?**

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

**IS ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL AN EMPLOYEE OF RESPONDENT?**

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

**IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?**

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

**IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?**

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

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

\_\_\_\_\_

\_\_\_\_\_

*(Use additional sheets of paper if necessary)*

**Part III**

**ORIGINAL SIGNATURE REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Central Florida awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_

Signature of Respondent

Date: \_\_\_\_\_

Print name, title of person, and organization name of individual completing this form:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES**

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

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

**I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR 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).**

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

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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 CareerSource Central Florida shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

#### **V. COST ANALYSIS CERTIFICATION.**

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

#### **VI. ACCESS TO RECORDS**

Access by CareerSource Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Vendor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

#### **VII. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 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**

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

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in accordance with generally accepted accounting standards or agency directives.

**IX. PROVISION AGAINST ASSIGNMENT**

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

**X. DAVIS-BACON ACT**

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

**XI. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

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

**XII. AMERICANS WITH DISABILITIES ACT**

Vendor will comply with the 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

**XIII. EXECUTIVE ORDER 11246**

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

**XIV. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

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

**XV. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

## **XVI. ENERGY EFFICIENCY**

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

## **XVII. ENVIRONMENTAL STANDARDS**

Vendor will comply with environmental standards which may be prescribed pursuant to the following; (a) institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (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**

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

## **XIX. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

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

## **XX. MODIFICATIONS**

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

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

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

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

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.

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3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Vendor fails to provide any of the services it has contracted to provide; or
  - b. Vendor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination. In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

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

## **XXII. COMPLIANCE WITH TANF**

Vendor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

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

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

Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the 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. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

## **XXIV. PUBLIC ENTITY CRIMES**

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) L03-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services

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including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

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Name and Title of Authorized Representative

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Signature of Authorized Representative

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Organization/Business Name

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Date