



**REQUEST FOR QUALIFICATIONS**

**CONSULTING SERVICES  
CONTINUITY OF OPERATIONS PLAN  
DEVELOPMENT and IMPLEMENTATION**

**ISSUE DATE:  
DECEMBER 30, 2014**

**PROPOSAL SUBMISSION DEADLINE:  
JANUARY 30, 2015 NOON (EST)**

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

# **CONSULTING SERVICES CONTINUITY OF OPERATIONS PLAN DEVELOPMENT and IMPLEMENTATION**

## **INTRODUCTION:**

CareerSource Central Florida (CSCF) is seeking a qualified consultant to help the organization develop a sustainability plan to preserve critical business operations during threats, disruption, disasters, and emergencies. The organization seeks a Continuity of Operations Plan (COOP) that will address business continuity, disaster recovery, and detailed emergency processes.

## **BACKGROUND:**

**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.

CareerSource Central Florida maintains seven offices in four counties and houses approximately 245 employees across the Central Florida region on a daily basis. The region's job seekers and employers are served through six Career Centers that support approximately 120,000 job seekers and 7,800 businesses annually. Additionally, CareerSource Central Florida's Mobile Unit is a transportable computer lab on wheels, designed to reach career seekers throughout the five-county region who do not have easy access to one of our Career Centers or for employers to use at no cost for pre-employment screening, testing, training or recruiting. The developed plan would need to support the entire organization and address the variety of risks and strategies necessary for continued operations.

## **SERVICES REQUESTED**

CareerSource Central Florida seeks a consultant to work with the organization's leadership to create a Continuity of Operations Plan (COOP) and provide training to all staff based on the contents of the plan including the various roles/responsibilities

associated with implementation of the plan. It is expected that the consultant will work with key leaders from finance, facilities, communication, information technology, human resources, and operations to gather input and feedback on the plan as it progresses. The President & CEO will designate a project lead to assist in the facilitation of schedules, work products, site visits.

It is expected that this work will encompass four distinct phases: a Business Continuity Plan, followed by an Emergency Management Plan, a Disaster Recovery Plan, and a Crisis Communication Plan. It is expected that each plan will be developed by the consultant, and then updated regularly and tested annually.

CareerSource Central Florida asks respondents to consider the following activities in the development of a response; however it is not an inclusive list of necessary activities.

### Task 1: Business Continuity

- Develop, facilitate, and complete a Business Continuity Plan, that includes:
  - a project scope and planning;
  - a structured analysis of the organization;
  - an assessment of the resources available; and
  - an analysis of the legal and regulatory landscape that governs an organization's response to a catastrophic event.
- Conduct a business impact assessment that identifies priorities, risks, impacts, and resources.
- Continuity planning to include strategy development, infrastructure, facilities, and processes.
- Testing and plan implementation to include training and education for all staff.
- Executive summary providing a high-level overview of the plan for the organization's leadership, Board committees, and Board of Directors.

### Task 2: Emergency Management

- Develop, facilitate, and complete an Emergency Management Plan that includes:
  - a prevention/mitigation review to address the safety, security, and integrity of our building environments;
  - a plan that outlines a rapid, coordinated, and effective response to an emergency.
  - detailed steps that focus on de-escalation and accelerated steps towards recovery; and
  - strategies that include key partnerships, including law enforcement and public/mental health resources, for recovery efforts.

### Task 3: Disaster Recovery

- Develop, facilitate, and complete a Disaster Recovery Plan, that includes:
  - project scope and planning;
  - determination of the common types of natural or man-made disasters that may threaten the organization;
  - options for the recovery of facilities and operational solutions;
  - emergency communications protocols;
  - technical guides for IT personnel responsible for implementing and maintaining critical backup systems;
  - checklists outlining necessary tasks for individuals on the disaster recovery team; and
  - testing protocols.

### Task 4: Crisis Communication Plan

- Develop, facilitate, and complete a Crisis Communication Plan that includes:
  - the role of a Crisis Communication Team and organization spokesperson(s);
  - a visual Information Flow Chart that depicts how information will flow throughout the organization and to the public during a crisis;
  - how the Emergency Management Plan and the crisis communications are coordinated.

### **CONTRACT and PERFORMANCE TERMS**

CareerSource Central Florida contemplates establishing a vendor agreement with the entity that best addresses the needs of CareerSource Central Florida. All agreements entered into as a result of this process will be in the form of a fixed price contract with agreed upon timelines. Payment terms should be outlined in the proposer's response. CareerSource Central Florida reserves the right to negotiate the terms outlined in the response. It is expected that services will begin February 2015 and must be completed no later than June 30, 2015.

**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**

Vendors 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 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 consulting services as described in this RFQ 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;
- Proposals must be submitted no later than noon, EST. on, January 30, 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 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 CareerSource Central Florida assumes no responsibility for any of such costs.

### **PROCUREMENT TIMELINE (Tentative dates)**

<b>Date</b>	<b>Activities/Events</b>
<b>12/30/14</b>	RFQ made available at noon EST, on the CareerSource Central Florida Internet: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a>
<b>01/27/15</b>	<b>Final</b> Clarifying/Technical questions concerning the RFQ must be received by 3:00 p.m. on January 27, 2015 via email at: <a href="mailto:publicresponse@careersourcecef.com">publicresponse@careersourcecef.com</a> Response to all questions will be made available on the CareerSource Central Florida's website: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a>

<b>01/30/15</b>	<b>Sealed RFQ responses (1 original and 5 copies) must be received by 12 noon (EST) at CareerSource Central Florida Board Office, 707Mendham Blvd. Suite 250, Orlando, FL 32825.</b>
<b>03/01/2015</b>	Negotiations & vendor agreement completed. Consulting work begins.

### **RFQ QUESTIONS**

All questions/inquiries regarding this RFQ are to be submitted electronically to: [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com) between December 30, 2014 and January 27, 2015. **Please type “COOP Consulting Services” in the subject line.** Final clarifying and technical questions are due by 3:00 P.M. (EST) on January 27, 2015. All questions will be addressed in a Q&A section posted to CareerSource Central Florida’s website. ([www.CareerSourceCentralFlorida.com](http://www.CareerSourceCentralFlorida.com)).

Respondents may not direct any questions or statements concerning their proposal to CareerSource Central Florida’s 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. CareerSource Central Florida may issue an addendum to this Request for Qualifications and will make the addendum available on its website for access by potential respondents.

### **PROPOSAL FORMAT AND REQUIREMENTS**

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 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 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:**

## **RESPONSE FORMAT**

### **1. Attachment A - Cover Page.**

### **2. Narrative - Experience and qualifications in delivering consulting services to support development and implementation of sustainability plans.**

#### **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;
- Relevant experience and qualifications of personnel to be assigned to the project.
- Experiences with projects of a comparable nature – briefly describe your experience with similar projects and include three references.

#### **B. Project Plan and Proposed Timeline**

- Submit a detailed work plan outlining how each task area identified in the Services Requested narrative will be developed. Include your approach to the task, expected timeframe for completion, and what factors may impact the response.
- Submit a timetable that includes all key milestones necessary to complete identified work.
- Describe how training will be facilitated for the organization's staff and Board of Directors.

### **3. Professional Fees**

- Please include the hourly rate of various levels of professional and technical staff that typically would be assigned to a project of this type. Please include services to be provided by staff in the cost proposal.
- Please indicate your preference in contracting for these services – e.g., hourly rates with a not-to-exceed amount for the engagement; or organization fixed price based on negotiated deliverables.

### **4. Attachment B – Relationship Disclosure Form – original must be signed in blue ink.**

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

#### **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. A recommendation will be made to the

President & CEO based on the proposal that best meets the specific needs of the organization.

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. 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> _____
<b>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 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.</b>

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

\_\_\_\_\_  
Date

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

**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 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 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.

## RELATIONSHIP DISCLOSURE FORM

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

### Part I

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone (     ) \_\_\_\_\_

Facsimile (     ) \_\_\_\_\_

### Part II

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

*(Use additional sheets of paper if necessary)*

**Part III**

**ORIGINAL SIGNATURE REQUIRED**

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

\_\_\_\_\_

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

Signature of Respondent

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource 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 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 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 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, 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.

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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