



**REQUEST FOR PROPOSALS FOR
LEVEL UP ORANGE'S
EDUCATION AND TRAINING TOOLS
MANAGEMENT CONSULTANT
CONTRACT**

RFP NUMBER – LUO-E&TTMCC-PY23

**ISSUE DATE:
11/04/2022**

**PROPOSAL SUBMISSION DEADLINE:
11/25/2022 5:00pm EST**

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

This request for proposals is supported largely by the American Rescue Plan through Orange County Government. To learn more, please visit <https://www.careersourcecentralflorida.com/>

1.0 PURPOSE

CareerSource Central Florida (CSCF) is seeking proposals to identify an expert partner to co-develop a number of pilot projects in state-of-the-art education and training tools that supplement curriculum and skill acquisition across a number of local career clusters. This partner is sought for their subject matter expertise in educational technologies/learning sciences to help employers better assess new hires; improve entry-level skill acquisition; upskill existing employees most efficiently; and/or showcase their careers to youth in the most engaging manner.

2.0 BACKGROUND AND OVERALL EXPECTATIONS

Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida (CSCF) is a Florida not-for-profit corporation that serves as one of 24 regional workforce boards in the State of Florida. CSCF serves Lake, Orange, Osceola, Seminole and Sumter counties. CSCF 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 strives to provide employers and educational institutions with leading-edge solutions and nationally recognized best practices.

Level Up Orange (LUO) is a program funded by Orange County and activated by CareerSource Central Florida to help Orange County residents find careers and Orange County businesses find employees. Level Up Orange is funded by a \$15.3 million grant from Orange County that's part of federal American Rescue Plan funding the county received from the U.S. Treasury. LUO offers county residents career exploration, skills training and job-placement services under the guidance of a personal career coach. Coaches work closely with career-seekers to assess their abilities, enroll in paid training programs, prepare for and secure interviews, and land positions paying a minimum \$15/hour.

This RFP correlates to a component of LUO to create new assessment and training tools that align with employers' immediate and future needs. The best-in-class learning sciences applied in these tools will enable a training platform that accelerates trainee engagement, motivation and skills acquisition. The pilot projects as well as general consulting the firm will provide to CSCF will explore resources that supplement post-secondary educational pursuits as well as adult training opportunities, both for entry level job skill acquisition, as well as upskilling, mostly while on-the-job.

A variety of pilot projects are of interest to deploy on behalf of this initiative. These projects have been prioritized by CSCF to meet the pressing needs of employers throughout CSCF's five-county footprint. CSCF also has a number of post-secondary and public secondary education partners to collaborate with on the testing and roll-out of these pilots and, should they be successful, their ensuing adoption plans. The awarded vendor for this RFP will work with CSCF to develop and oversee these pilots over the next 24 months. The pilots will receive a total of \$1.55M. These pilots and/or other significant projects, whose RFPs will be deployed in spring 2023, include:

- Project #1: A comprehensive review and recommendations report on current state-of-the-art tools that assess aptitude, career preferences, and transferable skills for both youth and transitioning adult career seekers
- Project #2: Development of a virtual cybersecurity training range with real-world applicable exercises to most effectively train high school and post-secondary institution students in less than twelve months.
- Project #3: Development of mixed reality and/or other state-of-the-art technological mobile and/or web-based applications for upskilling existing workers within 90 days in the following industries (particular examples of skills prioritized for upskilling will be provided in future RFPs):
 - Heavy Equipment Operations

- Commercial Driver’s License
- Culinary
- Advanced Manufacturing
- Project #4: Development of a mobile application with cloud-based storage in which a student/trainee can capture and chronicle the application of new skills via photos, video, document hosting, etc.
- Project #5: Development of a mobile and/or web-based application to support “power skills” training via avatar, real-time biofeedback capture, or other enabling technologies to accelerate practice/learning in skill areas such as but not limited to:
 - Negotiation skills
 - Mediation skills
 - Empathy training
 - Creative and/or strategic thinking skills
 - Attention/engagement
 - Motivation
 - Customer service and/or quality
- Project #6: A comprehensive report detailing best-in-class job simulators to encourage young people to learn about field jobs/careers that are difficult to visit and interact with in real life (e.g. emergency healthcare, semiconductor/cleanroom manufacturing, convention/trade show event management, etc.)

EXPECTATIONS FROM SELECTED PARTNER

The successful partner selected through this RFP will assist CSCF in the oversight of a number of pilot projects designed by the preferences of several employer partners across a number of local industry fields (i.e. STEM, Healthcare, Hospitality and Tourism, Aerospace, Defense, etc). Leveraging once-in-a-lifetime funding to assist workers/displaced workers affected by the pandemic, CSCF expects to construct new training methodologies and/or resources with impactful outcomes. This partner is expected to conduct at least some of the following services:

- Meet with various CSCF internal stakeholders to understand career seeker training programs and where to support assessment, as well as upskilling supplemental resource needs
- Host employer roundtables and work alongside CSCF internal staff to understand their applied learning science needs
- Work with CSCF educational and employer partners to deploy these pilot projects
- Craft anticipated scopes of work, expectations and outcomes as well as the relevant evaluation criteria for the pilot project RFPs, and then further refine those scopes for the pilot projects along with awarded vendors
- Help craft controls and/or efficacy metrics for each pilot project so it can be made into a recommended resource for CSCF with employer and/or educational institution partners if successful
- Oversee the milestones and deliverables due by each vendor for each pilot, ensuring CSCF is kept in the loop at critical junctures/etc.
- Help each awarded pilot vendor develop a framework to best articulate their outcomes so the pilot, if successful, can be replicated by employers and/or educational institutions

Furthermore, this partner is expected to be a firm of esteemed reputation in the education technology and learning sciences space. The firm, and/or its proposed principal staff leading this initiative, should have at least seven or more years of proven program management experience with educational institution and/or employers in curriculum development/instructional design; skill acquisition supplemental resource

development; leadership/management and/or team dynamics training; learning management system development and recommendations; skill and/or aptitude assessment development and recommendations; and organizational development expertise.

An up-to-date record of conference proceedings, publications, and/or other publicly recognized outreach channels showcasing their expertise must be demonstrated as described in this proposal under Section 4.0 and in their response. Referrals of services and/or program management/oversight of applied learning science initiatives performed by this firm for large employers and/or educational institution clients are also required in their response. Preference will be given to firms demonstrating a breadth of applications successfully implemented across different learning science principles, especially those outlined above. Finally, this firm is expected to have worked with as broad a range of learners as possible including the development of training resources for individuals with learning and/or developmental disabilities.

For eligibility criteria of proposing firms, please see Section 3.0 of this RFP. CSCF anticipates providing up to \$300,000 in funding to oversee the pilot programs previously described.

3.0 ELIGIBLE ORGANIZATIONS AND QUALIFICATIONS

As stated in Section 2.0, CSCF is seeking an established learning sciences/education technologies firm or organization to carry forth the expected deliverables for this project. This organization must have seven years of proven experience in program management, pilot research project inception, budget management, and assisting educational institutions/training units with adopting new education technologies and/or other resources. Proposing organizations are expected to have a team that can dedicate some portion of their current job responsibilities toward this project – firms with only one employee/consultant are not sought at this time.

Eligible entities can be any organization with the above qualifications and include:

- 501c3 nonprofit organizations
- For-profit organizations
- Educational institutions, ideally labs with some staff (students are welcome)
- 501c6 consortiums

It is important to note that firms may apply to both this RFP and future pilot project RFPs, even if awarded this oversight project. If a firm chooses to pursue pilot projects, they must answer question #14 within the template provided in this RFP's Appendix, which explains how they will build appropriate procedures and firewalls for the firm to simultaneously oversee the pilot while also executing the pilot.

4.0 SCOPE OF WORK

Proposers are asked to provide a number of oversight responsibilities and measures for the pilot projects that CSCF looks to execute on behalf of their employer and educational institution partners. These projects are sought to enhance traditional training and curriculum across a number of industries. As introduced in Section 2.0, the awarded contractor is expected to help with the inception of these pilots through to administering a third-party evaluation of the results. Additionally, this contractor will be asked to provide recommendations for future deployments of successful pilots and to identify any improvements if pilots showed some potential. Elaboration on the expected deliverables/services of this organization in assisting CSCF are as follows:

Meet with various CSCF internal stakeholders to understand Career Seeker training programs and where to support assessment, as well as upskilling supplemental resource needs.

CSCF has more than 280 employees, many of whom are dedicated to preparing career seekers for and/or assisting them in obtaining careers. The awarded firm will be expected to work with several internal CSCF departments to best understand the market and educators' training resource needs. The Contractor will be expected to visit at least two of five Service Centers throughout CSCF's footprint, where staff work with career seekers from their community five days a week. The Contractor will learn about CSCF's Customer Journey process and several intervening programs, to best understand intersection points where these training supplemental resources can be shared with career seekers.

Host employer roundtables and work alongside CSCF internal staff to understand their applied learning science needs.

The Contractor will be expected to host a series of roundtables (and perhaps surveys) from at least six different industries, collaborating with CSCF on what discussion points and questions to cover. A brief introduction presentation (and other collateral) on how employers can best leverage state of the art and/or other best practices from the learning sciences field is expected to be produced and delivered at the beginning of each roundtable series to industry participants. Once the roundtables are completed, the Contractor is expected to produce a report to summarize and make recommendations on improving and/or tweaking pilot project concepts. This Contractor will also be responsible for collaborating with CSCF on follow-up presentations and collateral development to participating employers as the pilot projects are underway.

Craft anticipated scopes of work, expectations and outcomes as well as the relevant evaluation criteria for the pilot project RFPs, and then further refine those scopes for the pilot projects along with awarded vendors.

The Contractor is expected to collaborate with CSCF staff and assist in the development/writing of each pilot RFP, especially in sections relevant to the scope/expectations, any controls or standards to be considered during the deployment of the pilots, and in the evaluation criteria. Once awardees are selected, the Contractor is expected to further refine these elements of the proposal, and assist CSCF in the verbiage for the final agreements.

Work with CSCF educational and employer partners to deploy these pilot projects.

CSCF expects this Contractor to pool contacts and resources together in engaging community stakeholders (especially local employers' training units/departments as well as education institutions) for each pilot project. The Contractor will make a framework to help each pilot be consistent, especially between different industries, and work with awarded vendors to ensure CSCF's partners are communicated with throughout the deployment of these pilots. Contractor should have knowledge of Institutional Review Board processes and standards and should be able to assist each pilot contractor to meet these standards while deploying pilots with CSCF partners.

Help craft controls and/or efficacy metrics for each pilot project so it can be made into a recommended resource for CSCF with employer and/or educational institution partners if successful.

The Contractor is expected to heavily support this aspect of the entire pilot program. Based on expertise and past experience, CSCF will look to the Contractor to ensure each pilot has appropriate engagement numbers, assessment methods, outcome metrics, and other factors. These metrics must validate a recommendation for further iterations of the pilot project. Furthermore, the vendor is expected to support the pilot firm in producing a recommendation report demonstrating how the solution can be easily replicated by

education and/or employer stakeholders.

Oversee the milestones and deliverables due by each vendor for each pilot, ensuring CSCF is kept in the loop at critical junctures/etc.

Along with CSCF staff, the Contractor is expected to follow up with pilot-awarded firms on at least a monthly basis, monitoring milestones/deliverable development and topics/issues outside CSCF's expertise. The Contractor is expected to act as a mentor for the pilot firms, ensuring each vendor is overcoming obstacles, thinking of alternative methods, focusing on or clarifying controls/metrics, and connecting with CSCF staff on any stakeholder engagement issues that arise during the pilot's deployment.

Help each awarded pilot vendor develop a framework to best articulate their outcomes so the pilot, if successful, can be replicated by employers and/or educational institutions.

CSCF expects the Contractor to produce reports on the outcomes and any recommendations for improvement at the conclusion of each pilot. Where applicable and reasonable, CSCF expects the Contractor to conduct a Return-on-Investment (ROI) analysis, enabling potential future users of the solutions developed from each pilot to understand the requirements and implications of deploying the solution within their organization. If a pilot is unsuccessful, CSCF expects the Contractor to produce a report identifying what failed and/or why the pilot does not have a strong ROI. For pilots that could be successfully deployed, CSCF expects the Contractor to produce a PowerPoint presentation summarizing details, as well as a more thorough report on the pilots' outcomes/recommendations/improvements.

5.0 INSTRUCTIONS TO RESPONDENTS

This RFP is a solicitation and not an offer to contract. Interested parties desiring to provide proposals for services as described in this RFP must submit responses to CSCF in the following manner:

- Inquiries regarding this RFP should be sent to: publicresponse@careersourcecf.com prior to **November 11, 2022**
- **Please type "INQUIRY – LUO-E&TTMCC-PY23" in the subject line.**
- Proposals should be submitted electronically by attaching documents in PDF format. Documents should be clearly marked with the respondent's business name and address. **Please type "PROPOSAL – LUO-E&TTMCC-PY23"**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on November 25, 2022, and **must** be addressed to Procurement@careersourcecf.com.
- To maintain integrity of the process, respondents must only submit inquiries and proposals to the email addresses stated above. Respondents are not to copy or blind copy any other CSCF official, employee or board member. Violating these conditions may render the proposal disqualified and subjected to no further review.
- Responses by telephone or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFP, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP are solely those of the respondent, and CSCF assumes no responsibility for any such costs.
- CSCF reserves the right to negotiate the terms outlined in the response. CSCF reserves the right to reject any and all proposals, and to waive any irregularities or informalities. Further, should CSCF accept

any alternates, such acceptance is made with right to accept them in any order or combination.

6.0 PROCUREMENT TIMELINE

All times and dates listed below are tentative estimates only and are subject to change by CSCF without recourse.

Date	Activities/Events
11/4/2022	RFP is made available at 5:00pm EST on the CSCF Internet: https://www.careersourcecentralflorida.com/about-us/work-with-us/
11/11/2022	Final Clarifying/Technical inquiries concerning the RFP must be received by 5:00pm EST, via email at publicresponse@careersourcecf.com . Please type "INQUIRY – LUO-E&TTMCC-PY23" in the subject line. Response to all inquiries will be made available on the CSCF's Solicitation Requests website within 3 days of posting a new/unique question from those already answered at https://www.careersourcecentralflorida.com/about-us/work-with-us/
11/25/2022	Electronic RFP responses are to be submitted by email in PDF format version. Proposals must be received by 5:00 PM EST. Please type "PROPOSAL – LUO-E&TTMCC-PY23" in the subject line.
11/28/2022	Bids will be opened privately on November 28, 2022 and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.
11/29/2022 – 12/06/2022	Proposal review by review team, date to be confirmed
12/15/2022	Scheduled on Full Board of Directors agenda for approvals
1/15/2023	Contract negotiations and final contracts drafted by 1/15/2023

7.0 SIGNATURE

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

8.0 FORMAT FOR PREPARING THE PROPOSAL

Proposals will be valid for ninety (90) days after submission date specified herein. If the contract has not been awarded before the close of the ninety (90) day validity period, CSCF reserves the right to negotiate extensions to the proposal validity date. Proposal forms have been provided for submittal.

It is generally preferred that written material be single-spaced, 12-point font, except where there is a reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

Outline: All proposals must be assembled according to the following outline with all pages numbered in sequential order and must demonstrate understanding of the scope of work for this RFP.

- **Cover letter** - This will serve as the official letter of transmittal signed by an owner, officer or authorized agent of the firm, acknowledging and accepting the terms and conditions of this RFP and tendering an offer to CSCF.
- **ATTACHMENT A** – Signed Cover Sheet
- **ATTACHMENT B** – Scope Narrative
- **ATTACHMENT C** – Budget
- **ATTACHMENT D** – Signed Relationship Disclosure Form
- **ATTACHMENT E** – Signed Contractor Provisions, Certifications and Assurances

NOTE: ATTACHMENTS A, D and E must be signed and submitted with proposal. No proposal will be considered that is not:

- Complete – If sections or mandated attachments are missing, the proposal will not be considered
- Compatible – The proposal must be compatible with the goals and objectives of this request.

Each page of the proposal should be numbered sequentially at the bottom of the page. The Cover Letter is not numbered, nor are any of the signed forms. Each proposal is limited to ten (10) pages (again, excluding Cover Letter and Attachments D and E) and should be prepared simply and economically, providing a straightforward response to this RFP.

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

9.0 PROPOSAL REVIEW AND CONTRACT AMOUNT

At the discretion of CSCF, multiple responses could be selected for contract awarding. CSCF will award the contract(s) based on what is in the best interests of CSCF. The contract(s) will be awarded based on offers received considering price, experience, and negotiation of such contract(s) with the successful respondent(s). The assessment of experience will take into account such factors as bidders' reputation and ability to provide required services.

Final award of a contract(s) will be contingent upon the following:

- Successful negotiation of a contract.
- Acceptance by the respondent of the contract terms and conditions.
- Funding availability.

10.0 EVALUATION CRITERIAS

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

Negotiations will be started with the bidder(s) whose proposal(s) has been judged most appropriate regarding all factors, including product/service quality, cost, and vendor qualifications. The lowest priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered.

The following criteria will form the basis upon which CSCF will evaluate proposals. Proposals that meet the mandatory (complete and compatible) requirements, as stated in Section 8.0 – FORMAT FOR PREPARING THE PROPOSAL above, will be evaluated with the following criteria grids.

Evaluation Criteria	Max Points
Quality of the Proposal <ul style="list-style-type: none"> • Proposal walks through logical, thorough explanations of preferred practices and methodologies exercised by this organization • Proposer demonstrates a strong network throughout the educational tech/learning sciences industry • Proposer has a passion for education and improved training tactics that is clearly articulated in the proposal • The proposal is complete and of high quality 	25
Cost/ Scope Template <ul style="list-style-type: none"> • Competitive pricing, especially of key personnel salary • Clear and thorough budget narrative 	20
Ability/Capacity/Expertise: <ul style="list-style-type: none"> • Provided brief resumes of key personnel responsible for this project • The expertise presented in the firm/organization description and resumes is ideal for oversight of this project and what is described in Section 2.0/3.0 • The caliber and breadth of expertise presented at conferences, proceedings, and other examples of the organization’s current presence in the learning sciences/educational technologies industry is apparent and well-documented • All referrals provided by the firm were positive and adequately indicate the expertise sought for this project 	50
<ul style="list-style-type: none"> • Proposer is a minority-, veteran- or women-owned business 	5*
Total Points Awarded Per Proposal	100*

* Bonus points could bring the score to 105 total points

The following conditions are applicable to all proposals:

CSCF 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.

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

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

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

All proposals are subject to negotiation by CSCF.

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

CSCF may require the selected respondent(s) to participate in negotiations and to submit price, technical, or other revisions of their proposals in writing, which may result from negotiations.

A Review Panel meeting will be held to discuss proposals and develop recommendations. At this meeting, the Review Panel may invite prospective providers to explain their proposals as needed. The Review Panel completes the review sheets and determines final recommendations for providers(s). Review sheet totals do not necessarily determine the outcome but serve as a tool for reviewers to formulate ideas for discussion.

11.0 IMPORTANT NOTICE TO ALL RESPONDENTS:

CSCF is funded in the majority by government entities who have required and rigorous audit processes, even for contractors and subrecipients of these funding sources. Accordingly, all sums due and payable by CSCF are subject to ongoing congressional appropriation and actual funding from the U.S. Department of Labor, the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, and the Florida Department of Economic Opportunity.

12.0 MINORITY/WOMEN/VETERAN BUSINESS/LABOR SURPLUS ENTERPRISES

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

13.0 APPLICABILITY OF SUNSHINE LAWS

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

14.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

All Respondents 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 respondent(s) to the President/ CEO of CSCF. 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 Respondent.
- Other grounds that may substantially alter CSCF's award decision.

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

Cover Sheet

Name of Respondent Organization:
Business Address:
Phone:
Fax:
Years in Business:
DUNS Number: _____ FEIN Number: _____
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent: Name and Title: _____ Phone: () _____ Fax: () _____ Email: _____
<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 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.</p> <p>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.</p> <p>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

SCOPE TEMPLATES

Please submit proposals to procurement@careersourcecf.com by November 25, 2022 at 5:00PM EST.

PROPOSERS MUST COMPLETE AND SUBMIT THE FOLLOWING SCOPE TEMPLATE FOR AN ELIGIBLE RESPONSE TO THIS RFP.

SCOPE OF WORK TEMPLATE

1. NAME OF ORGANIZATION(S):

2. ORGANIZATION BRIEF BACKGROUND DESCRIPTION, ESPECIALLY HIGHLIGHTING SERVICES/EXPERTISE IN AREAS OF LEARNING SCIENCES AND/OR EDUCATIONAL TECHNOLOGIES:

3. BRIEFLY SUMMARIZE ALL THE SERVICES AND/OR TYPES OF PROJECTS/PROGRAMS YOU PROVIDE WITHIN THE LEARNING SCIENCES/EDUCATIONAL TECHNOLOGIES FIELD:

4. DESCRIBE YOUR PREFERRED PROJECT/PROGRAM MANAGEMENT TECHNIQUES AND/OR STRATEGIES:

5. LIST ALL EDUCATIONAL INSTITUTION AND/OR EMPLOYER/BUSINESS TRAINING PARTNERS FROM THE LAST FIVE YEARS (INCLUDE FIRM NAME AND SPECIFIC DEPARTMENTS/DIVISIONS YOU WORKED WITH):

6. LIST THREE MAJOR PROJECTS/INITIATIVES YOU LED AND COMPLETED THAT ARE EXAMPLES OF LEARNING SCIENCE AND/OR EDUCATIONAL TECHNOLOGIES (YOU MAY ATTACH ABSTRACTS/BRIEFS OR PROVIDE LINKS TO PRODUCTS/PROJECTS/ETC.):

7. GOING BACK THROUGH THESE THREE MAJOR PROJECTS, PLEASE LIST WHAT SERVICES/EXACT TASKS YOU PROVIDED ON EACH:

8. GOING BACK THROUGH THESE THREE MAJOR PROJECTS, PLEASE BRIEFLY DESCRIBE THE METRICS/OUTCOMES OF EACH:

9. LIST ALL PROFESSIONAL ORGANIZATION/INDUSTRIAL ASSOCIATION AFFILIATIONS OF YOUR ORGANIZATION:

10. PROVIDE BRIEF RESUMES OF UP TO FIVE KEY PERSONNEL IN THE PROPOSED EFFORT, PRIORITIZING FIRST,

WHO WILL BE DIRECTLY WORKING ON THIS INITIATIVE, THEN WHO WILL ONLY BE SUPPORTING, THIS INITIATIVE:

11. PROVIDE A LIST OF CONFERENCE PROCEEDINGS, AS WELL AS RECENT PUBLICATIONS, FROM THE LAST FIVE YEARS, DEMONSTRATING EXPERTISE IN SEVERAL OF THE AREAS DESCRIBED IN SECTION 2.0 OF THIS PROPOSAL (Lists should include publication/conference name, date of publication, title, learning science/ed tech topical area featured, and at least one key personnel's name as author/presenter, and/or reference to the organization)
12. PROVIDE A LIST OF RECENT GRANTS AWARDED TO THE ORGANIZATION RELEVANT IN TOPIC/SCOPE TO THE TOPICS OF INTEREST TO CSCF COVERED UNDER SECTION 2.0 OF THIS PROPOSAL (Lists should include granting agency, grant number, total amount of the grant, and if the organization is not prime, what role the organization is fulfilling on the grant)
13. PROVIDE AT LEAST THREE RELEVANT REFERENCES TO SPEAK ON FIRM'S EXPERTISE AND PERFORMANCE QUALITY (contact name, name of their organization – if applicable, phone number and email, and a brief description of partnership/work rendered by organization for this reference. Please alert your references that CSCF will be contacting them in regards to your proposal. CSCF will attempt to contact references – by phone and email – at least three times. If a reference fails to connect with CSCF and a reference is not collected after these three outreach attempts, this will lead to a lower evaluation score.)
14. IF INTERESTED IN PURSUING THE PILOT PROJECT RFPs ONCE THEY ARE RELEASED, AND IF YOU ARE AWARDED THIS CONTRACT, WHAT PROCEDURES/MEASURES WOULD YOU PUT IN PLACE TO ENSURE THE PILOT IS ADEQUATELY MANAGED AND FAIRLY ADMINISTERED WERE YOU ALSO AWARDED A PILOT PROJECT?:
15. OTHER INFORMATION CSCF SHOULD KNOW ABOUT THE PROPOSING ORGANIZATION

BUDGET TEMPLATE

CSCF is seeking an understanding of overall program costs. Costs may include:

- Staffing;
- Supplies and materials;
- Administrative costs;
- Other direct costs
- Indirect costs

Below the budget template, you may write notes describing particular expenses so proposal reviewers understand your expense justifications. CSCF is most interested in the hourly wages for consulting and the other services – as described in Sections 2.0/4.0 of this proposal – across various roles/levels of employees within your organization. For instance, we would like to understand the hourly rate of a senior consultant/expert researchers versus an analyst versus an intern/graduate/undergraduate student/etc. You are also welcome to breakdown the anticipated budget needed for salaries by dedicating a row for each key personnel/etc. Furthermore, we would like to understand your estimation of hours needed – across a maximum 24 months span - to oversee the various pilots described, as well as tasks/responsibilities highlighted in this RFP. Please share your indirect rates in the Notes section and if an educational institution, please describe any different indirect rate structures for lab use versus consulting/expertise costs, if any.

Staffing total	\$
Supplies/Materials total	\$
Administrative total	\$
Other Direct Costs total	\$
Indirect Costs total (_%)	\$
TOTAL ESTIMATED BUDGET:	

Notes:

<i>Staffing Calculations</i>	Hourly Rate	Total Project Hours Estimated	Total Estimated Per Role
<i>EXAMPLE: KEY PERSONNEL #1/ POSITION TITLE #1 (Number of this Type of Personnel)</i>			

<i>EXAMPLE: KEY PERSONNEL #2/ POSITION TITLE #2 (Number of this Type of Personnel)</i>			
<i>EXAMPLE: KEY PERSONNEL #3/ POSITION TITLE #3 (Number of this Type of Personnel)</i>			

Proposer Name: _____

Relationship Disclosure Form Information

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/board-committees/meet-the-board/>.

For additional information, refer to the questions outlined below.

- **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 quote pursuant to this RFP (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).

Business associate means any person or entity engaged in or carrying on 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:

- END OF PAGE -



CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

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

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

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

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

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

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

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

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS

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

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VI. PROVISION AGAINST ASSIGNMENT

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

VII. DAVIS-BACON ACT

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

VIII. CONSTRUCTION OR RENOVATON OF FACILITIES USING PROGRAM FUNDS

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

IX. AMERICANS WITH DISABILITIES ACT

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

X. EXECUTIVE ORDER 11246

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

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

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

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

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

XIII. ENERGY EFFICIENCY

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

XIV. ENVIRONMENTAL STANDARDS

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

XV. INTEGRITY

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

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

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

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

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

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

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

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

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

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

XIX. COMPLIANCE WITH TANF

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

XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

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

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

XXI. PUBLIC ENTITY CRIMES

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

XXII. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

XXIII. CONFIDENTIALITY

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

XXIV. PROCUREMENT OF RECOVERED MATERIALS

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

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

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

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

XXVIII. E-VERIFY

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

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

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/Business Name

Date