



**REQUEST FOR PROPOSAL**

**FOR**

**ONE-STOP OPERATOR**

**RFP NUMBER – PY24 - OSO**

**ISSUE DATE:**

**April 15, 2024**

**PROPOSAL SUBMISSION DEADLINE:**

**May 15, 2024**

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

## **1.0 INTRODUCTION**

Central Florida Regional Workforce Development Board, d/b/a CareerSource Central Florida (CSCF), is requesting proposals from qualified firms, organizations, or qualified individuals to serve as the One-Stop Operator in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA). As defined by WIOA, this role will require an entity with expertise and capability in creating collaborative agreements, connecting partner resources, and implementation plans between the WIOA's required partners: Vocational Rehabilitation, Division of Blind Services, Adult Education and Family Literacy, Migrant & Seasonal Farmworkers, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and Youth Build programs within the five county service area, which includes Lake, Orange, Osceola, Seminole and Sumter counties.

This RFP is not seeking a provider of career services within CSCF's One-Stop Centers. CareerSource Florida has designated CSCF as the entity to manage and provide the career services within the local operating area, including:

- WIOA Adult, Dislocated Worker and Youth Programs
- Wagner-Peyser Employment Services – National Labor Exchange
- Local Veterans Employment Programs
- Disabled Veteran Outreach Programs
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- Temporary Assistance to Needy Families Programs
- Supplemental Nutrition and Assistance Programs

The purpose of this RFP is to engage an entity to serve as a coordinator of the required/mandatory partners within the One-Stop systems and help to build relationships to benefit the One-Stop Center, also known as the American Jobs Center located at the West Career Center in Orange County as it has been designated as the only fully comprehensive One Stop location in CSCF's region of service. Additionally, the entity will work with CSCF to develop, execute, and manage infrastructure agreements that meet the requirements as outlined in CareerSource Florida Administrative Policy 106.

## **2.0 BACKGROUND**

The Workforce Innovation and Opportunity Act (WIOA) signed into law on July 22, 2014, sets forth a new vision for the workforce development systems to operate as a comprehensive, integrated, streamlined system that aligns with the needs of business and is a force in helping stimulate local economies. WIOA also sets forth a vision that local workforce development boards serve as strategic leaders developing investments that support regional economies, effective approaches to service delivery, and produce results (WIOA, Subpart C §679.300).

CSCF is one of 24 workforce boards in Florida working to implement the strategic vision outlined within the Workforce Innovation and Opportunity Act (WIOA), which is focused on developing an intentional and coordinated workforce development system that is inclusive of community and mandatory partners. CSCF is the local workforce development board serving Lake, Orange, Osceola, Seminole, and Sumter counties.

As part of WIOA, local workforce boards are required to define the role of the One-Stop Operator and determine how to competitively procure the entity or entities (§678.600 -678.635).

### **3.0 PROVIDER REQUIREMENTS**

Eligible respondents must meet one of the following criteria:

- Proven knowledge of workforce development state and local education systems, economic development, government systems, and civic and local nonprofit organizations.
- A community based, non-profit organization or intermediary; or
- A public, private, for-profit, or non-profit organization; or
- An institution of higher education; or
- A government agency; or
- Another interested organization or entity, which may include a local chamber of commerce or other business organization or labor organization; or
- A single entity or multiple entities working together to form a consortium entity. If the consortium of entities is comprised of One-Stop career center partners, it must include a minimum of three One-Stop career center partners as described in 20 CFR 678.400.

If an entity has been disbarred, suspended or otherwise determined to be ineligible to receive funds by an action of any governmental agency; or the entity has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conducted projects or services; or the entity's previous contract(s) with CSCF have been terminated for cause; or the entity's name appears on the State's convicted vendors list; or for any other good and just cause, the entity will not be considered and should not submit a proposal.

### **4.0 CONTRACT TERM**

The initial contract term will be twelve-months, renewable for up to three (3) additional one-year terms, beginning July 1, 2024. Renewal will be at the sole discretion of CSCF and its Board of Directors.

### **5.0 SCOPE OF WORK**

CareerSource Central Florida defines the role of the One-Stop Operator as an entity that will coordinate the delivery of services offered by required local One-Stop partners that include, at a minimum, these mandatory required partners:

Vocational Rehabilitation, Division of Blind Services, Family Literacy and all public Adult Education programs within the five-county service area, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and YouthBuild.

The selected provider shall, at a minimum, perform the following responsibilities:

- Establish linkages between all One-Stop partners to review mission and value alignment.
- Facilitate conversations between partners to establish data sharing agreements and performance tracking between partners, including referrals.
- Convene meetings to build relationships between and among the partners and facilitate.

conversations to streamline processes, increase referrals for services, and create better efficiencies and effectiveness.

Support discussions between CSCF and mandatory partners regarding infrastructure agreements that comply with partner funding requirements, delivery models and metrics to track objectives.

- 
- Serve as a facilitator between required One-Stop partners and CSCF to operationalize program coordination activities outlined in MOU.
- Participate in CSCF community or stakeholder strategic meetings related to partners' service delivery needs and design.
- Report monthly to) on progress and specific milestones negotiated via a service contract.

CSCF has been approved to provide and will continue to provide direct career series defined by WIOA, sec. 134(c) (2).

## **6.0 ONE-STOP OPERATOR DELIVERABLES:**

The One-Stop Operator, in collaboration with CSCF, will:

- Dedicate their primary focus to support the regions required partners and their related referrals for a coordinated service delivery at the only fully comprehensive One Stop Center located in the West Career Center, in Orange County.
- Facilitate the development of the required One-Stop memorandum of understanding as described in WIOA Section 121 as necessary.
- Document the objectives, delivery model, service offerings and funding streams of all participating required partners.
- Establish a process that defines how the One-Stop partners will coordinate services to refer – customers, share data and define common metrics to track the success of the efforts of the One-Stop delivery system.
- Establish a process between partners to articulate continuous improvement principles of plan, do, check, and adjust (PCDA) for the joint efforts identified.
- Attend required partner meetings to understand what makes each organization contribute to the talent supply in the region and better align referrals, service delivery and client satisfaction with CSCF.
- Produce monthly reports to include actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, challenges to share.

## **7.0 ONE-STOP OPERATOR QUALIFICATIONS**

CSCF seeks an entity that meets the following qualifications:

- Demonstrated experience in facilitation of distinct groups whose goals and objectives may be similar but do not directly align.

- Possesses a strong business acumen and professional presence.
- Ability to work with various demographics and targeted populations across the five-county region, but able to focus in Orange County to support the required partners working with the West Career Center.
- The individual representing the entity must have an education level of Bachelor's degree in Business, Public Administration, Political Science or closely related degree or combined equivalent in proven years of experience. Master's degree with 10 or more years of local experience is preferred.
- Knowledge of workforce development, the Workforce Innovation and Opportunity Act, Florida Commerce One Stop requirements.
- Proven mediation or negotiation experience.

## 8.0 TIME AND COMPENSATION

A defined schedule will be established for the entity selected. This work will require approximately 10 to 15 hours per week, based on goals and objectives.

This solicitation will result in a fixed price contract, all prices shall be firm for the term of this contract.

## 9.0 INSTRUCTIONS TO PROPOSERS

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

- Inquiries regarding this RFP should be submitted electronically to: [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com). **Please type "INQUIRY – One-Stop Operator Solicitation" in the subject line.**
- Submit your proposal electronically by attaching documents in PDF format in a version compatible to Acrobat PDF. Documents should be clearly marked with the respondent's business name and address. **Please type "BID – One-Stop Operator Solicitation" in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on May 15, 2024. Proposals **must** be addressed to: [Procurement@careersourcecf.com](mailto:Procurement@careersourcecf.com).
- To maintain integrity of the process, proposers must only submit questions and proposal to the email address stated above. Proposers are not to copy or blind copy any other CareerSource Central Florida official, employee or board member. Violating these conditions may render the submitted proposal disqualified and subject to no further review.
- Responses by telephone, or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFP, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP are solely those of the respondent, and CareerSource Central Florida assumes no responsibility for any such costs.

- CareerSource Central Florida reserves the right to negotiate the terms outlined in the response. CareerSource Central Florida reserves the right to reject any and all proposals, and to waive any irregularities or informalities. Further, should CareerSource Central Florida accept any Alternates, such acceptance is made with right to accept them in any order or combination.

**10.0 PROCUREMENT TIMELINE (Tentative dates)**

Date	Activities/Events
4/15/2024	RFP made available at 5 p.m. on the CareerSource Central Florida Internet: <a href="https://www.careersourcecentralflorida.com/">https://www.careersourcecentralflorida.com/</a>
5/1/2024	<p><b>Final Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. on May 1, 2024 via email at: <a href="mailto:publicresponse@careersourcecf.com">publicresponse@careersourcecf.com</a>. Please type “INQUIRY – One-Stop Operator Solicitation” in the subject line.</b></p> <p>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></p>
5/15/2024	<b>Electronic RFP responses are to be submitted in PDF format</b> version compatible Acrobat PDF. Email containing proposal <b>must be received by 5:00 PM EST. Please type “BID – One-Stop Operator Solicitation” in the subject line.</b>
5/16/2024	Bids will be opened privately on May 16, 2024 and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.
5/17-5/21/2024	Proposal review by review team, date to be confirmed
5/23/2024	Scheduled on Career Services Committee agenda for recommendation to full Board of Directors
6/26/2024	Recommendation presented to Full Board
7/1/2024	Final contracted drafted

**11.0 SIGNATURE**

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

**12.0 FORMAT FOR PREPARING THE PROPOSAL**

Proposals will be valid for ninety (90) days after submission date specified herein. If the event contract has not been awarded before the close of the ninety (90) day validity period, CareerSource Central Florida reserves the right to negotiate extensions to the proposal validity date. An application form has been provided for submittal.

All proposals must be completed and signed using the provided application documents. CareerSource Central Florida will not return proposals to proposers. All proposals become the property of CareerSource Central Florida and will be a matter of public record subject to the

provisions of chapter 119, Florida Statutes. CareerSource Central Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

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

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

**Attachment “B”** - Relationship Disclosure Form

**Attachment “C”** - Contractor Provisions, Certifications and Assurances

**Provided Attachments “A”, “B” and “C” must be completed and submitted.**

No proposal will be considered that is not:

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

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

- 1). Articulate the proven knowledge of major local system(s) outside of workforce development, such as the education system, economic development organizations, government systems or major civic and local nonprofit organizations inside the local service area.
  - ❖ Describe the respondent’s expertise, how it was acquired, and how has this expertise supported the development of partnerships.
  - ❖ What system(s) did the proposer garner the most experience/familiarity with – how?
  - ❖ What was one area of accomplishment working in those systems that prepares the proposer for this role?
- 2). Provide a description of a strategy to achieve a minimum of four (4) of the required deliverables and include both the objective and how it will be measured.
- 3). Provide statement of the company’s qualifications and includes the following elements:
  - ❖ Identifies examples of facilitation of distinct groups to gain consensus
  - ❖ States how the proposer will work with CSCF to develop collaborative partnerships that meets the intent of WIOA
  - ❖ Provides expertise of various demographics in the local operation area
  - ❖ Skill in brokering agreements through mediation or negotiation
  - ❖ Outline current knowledge of the WIOA and the concept of coordinated entry among unique providers



- 4). In addition to Attachment “A” Part 2 – Cost/Price Proposal Form, provide statement describing your company’s qualifications in the area of experience, skills, abilities, education and references including the following elements:
  - ❖ Proposer’s cost
  - ❖ Proposer’s background is clearly identified
  - ❖ If proposer is a for-profit entity, profit is separately stated
  - ❖ Proposer is agreeable to potential negotiation.
  - ❖ Provide at least two (2) professional references

**13.0 EVALUATION CRITERIA**

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

Negotiations will be started with the bidder(s) whose proposal(s) has been judged most appropriate with regard to all factors, including product quality, cost, and lease-factor ratio. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered.

Quality, warranty, and support are other very important considerations. An established history of past satisfactory experience in doing business in Florida as confirmed by positive evaluations by references, product evaluations from web and print resources, and comparison of the vendor’s service proposals will contribute to the selection.

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

Criteria	Points
<p><b><i>Proposer identified a clear strategy on how they will sufficiently address expected One-Stop Operator deliverables.</i></b></p> <p>Considerations:            Proposer statement regarding how they will accomplish each deliverable Includes the following elements:</p> <ul style="list-style-type: none"> <li>❖ Define the top priorities from the list of deliverables.</li> <li>❖ Proposed process for meeting the deliverables, with key objectives and metrics to measure success</li> <li>❖ Facilitation of ongoing One-Stop partner meetings</li> <li>❖ Articulated strategy of convening different groups to achieve a common purpose that align with customer needs</li> </ul>	<p><b>30</b></p>

<p><b><i>Proposer sufficiently addressed their demonstrated knowledge of local system(s) outside workforce development, such as the education system, economic development organizations, government systems or major civic and local nonprofit organizations.</i></b></p> <p>Considerations:  Proposer statement of knowledge includes more than one of the named systems:</p> <ul style="list-style-type: none"> <li>❖ Identifies other projects, assignment or work that involved named systems</li> <li>❖ Provides information on past involvement of one or more required partner programs</li> <li>❖ Has conveyed an understanding of federal guidance and resources available</li> <li>❖ Proven understanding of WIOA intention to collaborate and increase efficiency</li> <li>❖ Clearly demonstrates understanding of the local workforce development ecosystem</li> </ul>	<b>30</b>
<p><b><i>Proposer has sufficient qualifications to conduct the scope of services and satisfy all requested requirements to fulfill the role of a One-Stop Operator</i></b></p> <p>Considerations:  Proposer statement of company qualifications includes the following elements:</p> <ul style="list-style-type: none"> <li>❖ Identifies examples of facilitation of distinct groups to gain consensus</li> <li>❖ Provides expertise of various demographics in the local operation area</li> <li>❖ Skill in mediation or negotiation</li> <li>❖ Possess business acumen to navigate partner needs, expectations, and interests</li> </ul>	<b>20</b>
<p><b><i>Proposer compensation is reasonable according to their qualifications in the area of experience, skills, abilities and education.</i></b></p> <p>Considerations:  Proposer statement on compensation includes the following elements:</p> <ul style="list-style-type: none"> <li>❖ Proposer’s cost</li> <li>❖ Understanding of proposer’s background is clearly identified</li> <li>❖ If proposer is a for-profit entity, profit is separately stated</li> <li>❖ Proposer is agreeable to potential negotiation.</li> <li>❖ Proposer has provided at least two (2) professional references</li> </ul>	<b>20</b>
<p><b><i>*Proposer business status is a certified minority-owned, women-owned or veteran-owned business.</i></b></p>	<b>5</b>
<p><b>TOTAL</b></p>	<b>105</b>

**References**

Please refer to the Department of Labor Employment & Training Administration, Training and Employment Letter, 16-16, Change 1 and 17-16 that provides information on the requirements to designate a One- Stop Operator found at [Guidance and Resources | U.S. Department of Labor \(dol.gov\)](http://www.dol.gov):

- [TEGL 17-16](#): Infrastructure Funding of the One-Stop Delivery System
- [TEGL 16-16, Change 1](#): Change 1 to Training and Employment Guidance Letter (TEGL) 16-16 One-Stop Operations Guidance for the American Job Center Network

#### **14.0 CONDITIONS AND LIMITATIONS OF THIS RFP**

The following conditions are applicable to all proposals:

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

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

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

All proposals are subject to negotiation by CareerSource Central Florida.

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

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

#### **15.0 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.

#### **16.0 MINORITY/WOMEN/VETERAN/LABOR SURPLUS BUSINESS ENTERPRISES**

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

#### **17.0 APPLICABILITY OF SUNSHINE LAWS**

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CareerSource Central Florida) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the Florida State Constitution). The respondents acknowledge that CareerSource Central Florida is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the

respondents under this RFP, as well as certain meetings and other communications, are subject to such laws.

## **18.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS**

All proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing to the President/ CEO within three business days after the date of notification of intent to award to selected vendors of CareerSource Central Florida Central Florida. Appeals must state the specific reason for appeal, and must be based on one or more of the following criteria:

- 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.

**End of Page**

**ATTACHMENT "A"**

**Part 1 – Cover Sheet**

<b>Name of Respondent: :</b>
<b>Business Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>Years in Business:</b>
<b>Unique Entity Identification Number: _____ 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: ( ) _____ Fax: ( ) _____ 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 RFP/RFP by tendering an offer to CareerSource Central Florida; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.</b>

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

\_\_\_\_\_  
Date

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

**Proposer's Name:** \_\_\_\_\_

**Part 2 – Cost/Price Proposal Form**

Provide the fixed annual cost price for these services.

\$
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**Proposer's Name:** \_\_\_\_\_

### **Part 3 – Application Narrative and Performance Outcomes**

Proposers should address their qualifications by addressing each of the following in no more than a maximum of 5 pages:

- 1). Articulate the proven knowledge of major local system(s) outside of workforce development, such as the education system, economic development organizations, government systems or major civic and local nonprofit organizations inside the local service area.
  - Describe the respondent's expertise, how it was acquired, and how has this expertise supported the development of partnerships.
  - What system(s) did the proposer garner the most experience/familiarity with – how?
  - What was one area of accomplishment working in those systems that prepares the proposer for this role?
  
- 2). Provide a description of a strategy to achieve a minimum of four (4) of the required deliverables and include both the objective and how it will be measured.
  
- 3). Provide statement of the company's qualifications and includes the following elements:
  - Identifies examples of facilitation of distinct groups to gain consensus
  - States how the proposer will work with CSCF to develop collaborative partnerships that meets the intent of WIOA
  - Provides expertise of various demographics in the local operation area
  - Skill in brokering agreements through mediation or negotiation
  - Outline current knowledge of the WIOA and the concept of coordinated entry among unique providers

- 4). In addition to Attachment “A” Part 2 – Cost/Price Proposal Form, provide statement describing your company’s qualifications in the area of experience, skills, abilities, education and references including the following elements:
  - Proposer’s cost
  - Proposer’s background is clearly identified
  - If proposer is a for-profit entity, profit is separately stated
  - Proposer is agreeable to potential negotiation.
  - Provide at least two (2) professional references

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## ATTACHMENT “B”

### Relationship Disclosure Form

#### Relationship Disclosure Form

This form serves to document any personal or business relationships between the respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President and CEO of CareerSource Central Florida; (ii) CareerSource Central Florida’s current board of directors; and (iii) an employee of CareerSource Central Florida. A listing of CareerSource Central Florida’s current board may be found here:

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

### QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

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

The Relationship Disclosure Form must disclose pertinent background information about the respondent and his/her or personal or business relationship, if any, with any CareerSource Central Florida staff or board member.

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

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

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

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

*Employee* means any person receiving remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

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

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

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

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

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

-END OF PAGE-

**RELATIONSHIP DISCLOSURE FORM**

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

**Part I**

**INFORMATION ON RESPONDENT:**

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

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

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

Business Phone (    ) \_\_\_\_\_

Facsimile (    ) \_\_\_\_\_

**Part II**

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

YES     NO

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

YES     NO

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

YES     NO

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

YES     NO

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

\_\_\_\_\_

*(Use additional sheets of paper if necessary)*

**Part III**

**ORIGINAL SIGNATURE REQUIRED**

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

\_\_\_\_\_

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

Signature of Respondent

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

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT "C"

### CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### IV. ACCESS TO RECORDS; PUBLIC RECORDS

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

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

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

### V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

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

### VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under

these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board of CareerSource Central Florida (the "Board"). Approval does not relieve Contractor from this modified agreement.

#### **VII. DAVIS-BACON ACT**

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

#### **VIII. CONSTRUCTION OR 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.

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

## **XXIV. PROCUREMENT OF RECOVERED MATERIALS**

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

## **XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

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

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

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

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

**XXVIII. E-VERIFY**

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

**XXIX. VENUE, GOVERNING LAW**

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

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

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

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

\_\_\_\_\_  
Organization/Business Name

\_\_\_\_\_  
Date