

REQUEST FOR PROPOSALS FOR 2023 SUMMER YOUTH PROGRAMS –

EXPLORE AND ENGAGE

RFP NUMBER SYP-E&E-PY23

ISSUE DATE: 10/3/2022

PROPOSAL SUBMISSION DEADLINE: 11/2/2022 5:00pm EST

PLEASE NOTE: There are many changes to expectations and requirements between CareerSource Central Florida and vendors pursuing a partnership within this Request for Proposals versus previous years RFPs. Please thoroughly read through this document to ensure proposals are compliant with these new additions/changes. A Bidder's Conference will also be available to review these changes with bidders on October 10, 2022 (see page 9 for details).

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

This request for proposals is supported largely by the Temporary Assistance for Needy Families (TANF) program of the U.S. Department of Health and Human Services, as part of an award totaling \$7,263,315, as well as the Workforce Innovation and Opportunity Act (WIOA) Youth Program of the U.S. Department of Labor totaling \$5,101,343. Additional funding support comes from Orange County Government and other generous sponsors (for more information on sponsors, please visit <u>https://www.careersourcecentralflorida.com/</u>

1.0 <u>PURPOSE</u>

CareerSource Central Florida is seeking proposals in efforts to leverage partnerships within CareerSource Central Florida's five-county local operating area (Sumter, Lake, Orange, Osceola, and Seminole), for participation in its 2023 Summer Youth Program. The Summer Youth Program takes advantage of students' time off from their secondary education to connect with future jobs from the most exciting – and in -demand – industries in their backyard. The overarching goals of CSCF's 2023 Summer Youth Program beyond inspiring young adult residents and especially supporting those in disadvantaged populations to sustain their own bright futures, is to create a robust pipeline of skilled, poised workers for our local employers. With three tracks to choose from depending on participant's age, as well as understanding of future career opportunities and/or preferences, there are options custom to each individual need or desire. The FY23 Summer Youth Program will work with at least 1.500 participants.

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 <u>tax-exempt</u> entity under section 501(c)(3) of the Internal Revenue Code of 1986, as amended. CareerSource Central Florida's Summer Youth Program ensures young adult residents from Lake, Orange, Osceola, Seminole and understand the variety of career options ahead of them.

In FY22, more than 1,000 young adults (ages 15-19) gained exposure to either college experiences or multiple career pathways in high-growth industries, received professional internships, or took part in specialized career training. More than 150 businesses across the region partnered with Florida's second largest workforce board to host hundreds of young adults and give them invaluable work experience. There were 100 of these young adults who were offered permanent part-time and/or full-time positions. There was a 95% overall satisfaction rate among program participants, and 93% would recommend the program to a fellow student. In addition, more than 140 students opened their first bank account during the program.

CSCF's full FY23 summer youth offering, now named '*E3 – Explore, Engage and Experience Opportunities for the Future Local Talent Pipeline', includes the following tracks each individual may pursue over the upcoming summer:*

1.) EXPLORE (field agnostic) - Built for young adults (15 – 19) who have "no idea what they want to be when they grow up", this 5-week experience enables exploring a variety of fields while also demystifying the educational path needed to get to those careers – while also having the opportunity to earn cash incentives. Get ready for networking with professionals who love their jobs; hands-on job "try-outs"; college student meet-ups; campus tours; and so much more.

EXPECTATIONS FOR EXPLORE- With this program, participants must be provided with a number of compelling presentations and other resources to examine as many career options as possible. Proposers are asked to provide participants with a broad perspective of career field options, while also demonstrating the educational pathways necessary to achieve these careers. Proposers are expected to feature a minimum of four career clusters/fields, showcasing a variety of jobs through exciting video or other tangible content, workplace tours, and/or networking opportunities with professionals from these industries, as well as ensuring participants leave the program understanding the educational pathways necessary to pursue these careers. Furthermore, each

educational institution must share perspectives on the "day-in-the-life" of students, enabling participants to understand how to study for, fund, and otherwise prepare for post-secondary education/training in general.

EXPLORE OUTCOMES:

Proposers are asked to describe in their scope of work how they will achieve the following outcomes at the conclusion of their summer program hosting. There will also be connections to these anticipated impacts in the evaluation criteria and further refinement of expected outcomes in negotiated agreements for selected awardees. To better support proposers, examples of how Explore outcomes are reported and what they are expected to measure/target will be presented in the Bidder's Conference and posted on CSCF's website.

- Participants can identify a career cluster of further interest to pursue, or explain why they
 are not interested in any of the career clusters presented to them, and thereafter will work
 with CSCF counselors to explore additional career clusters
- Participants understand the time, financial, and other resource commitments required to succeed at the educational institution they visited, and have been exposed to resources most aligned with any challenges or barriers the individual may experience should they choose to pursue that educational institution (i.e. have visited a student learning center if they have learning difficulties; understand how to pursue student grants/loans to fund their tuition if they are unable to prior to entry; etc.)
- Participants with any questions about a career pathway or educational pathway at the beginning of their Explore program have them answered by the conclusion of the program
- 2.) ENGAGE (formerly ACCELERATE; *field focused*) This program supports young adults who have an idea of the general field they may want to work in i.e. Science/Tech, Manufacturing/Logistics, Business/Management, Hospitality/Tourism/Culinary, etc. but do not know much about the jobs these industries represent. Selected applicants are engaged in a 5-week, immersive training opportunity that shares several insights about career opportunities in the field they choose, while also enabling them in experiencing some aspects of these jobs first-hand. Participants will build a professional resume and earn stipends for participation and industry certifications.

EXPECTATIONS FOR ENGAGE- Proposers are asked to provide exposure to specialized industry field requirements such as educational paths, necessary skills, networking with existing professionals, relevant work environments, and/or other career on-ramping opportunities. Industry fields of interest include those with high demand or growth trends in the region, as well as those young adults have indicated a strong interest in:

- Science/Technology (i.e. simulation/digital media, chemistry/forensics, space/aviation, robotics, IT/programming, etc.)
- Hospitality/Tourism (culinary and non-culinary focused)
- Healthcare
- Advanced Manufacturing
- Logistics
- Business/Management
- Sustainability/Environmental

The Engage program should best support young adults who have an idea of the general field they may want to work in, but do not know much about the jobs these industries represent. Selected youth applicants must be presented with several insights about career opportunities in the field they choose, while also letting them directly attempt the responsibilities of these jobs first-hand.

Furthermore, it is expected for participants to build a professional resume, as well as early portfolio work (where applicable), and understand required industry certifications by the end of their engagement.

ENGAGE OUTCOMES:

Proposers are asked to describe in their scope of work how they will achieve the following outcomes at the conclusion of their summer program offering. There will also be connections to these anticipated impacts in the evaluation criteria and further refinement of expected outcomes in negotiated agreements for selected awardees. To better support proposers, examples of how these Engage outcomes are reported and what they are expected to measure/target will be presented in the Bidder's Conference and posted on CSCF's website.

- Participants are able to identify the necessary skills, education/certification, tools, and/or other resources for the career cluster/field they engaged within
- Participants have started to hone their skills within this career field/industry, and gained new aptitude levels that from a pre-assessment entering the program to a post-assessment at the conclusion of the program can be clearly recognized
- Participants have learned the ability to network with professionals within that career field/cluster and gain knowledge from questions they ask
- Participants have created and hold portfolio examples of their own to share with future employers and/or other workforce opportunities
- Where necessary, participants can articulate what about the career cluster/field was not appealing to them, and therefore, will work with CSCF staff post-engagement with the program to understand other opportunities
- 3.) **EXPERIENCE** (*job focused*)- provide students with a paid internship of up to five weeks in highdemand fields while gaining hands-on experience. Students received training and mentorship from seasoned professionals and learn about team building, financial literacy, work readiness, and more.

As the Experience Program is not part of this RFP, further details are not shared here. For additional information please visit CSCF's website at: <u>https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/</u>

NEW POWER SKILLS TRAINING AVAILABLE ACROSS ALL TRACK OFFERINGS

All participants, regardless of track, will receive a power skills training/curriculum- Workforce Readiness Academy (name may be changed or listed differently for participants at the discretion of CSCF) - prior to their immersive programs at partner facilities to prepare them with vital abilities to be reliable, attentive, and innovative workers. This offering provides complementary preparation for the weeks of skills training ahead in topics such as time management, leadership, creative strategic thinking, how to stay motivated in their work, and more. In this first week, participants will hear from internationally renowned experts, participate in valuable group exercises, and be provided with their global pay cards, as well as other pertinent resources to help them succeed throughout the remainder of the program.

FY23 anticipates supporting over 1,500 young adults, with Explore programming providing career field clarity to at least 600 youths and Engage programming supporting the further development in the careers of at least 400 youths.

Proposers for this RFP are proposing to work on either the Explore or Engage programs (or both), further elaborated on in Section 4.0 Scope of Work of this RFP. (Please note, there are new requirements and expectations for proposers different from past years.)

3.0 ELIGIBLE ORGANIZATIONS AND QUALIFICATIONS

ELIGIBLE EXPLORE HOST ORGANIZATIONS

The proposed course(s) should be able to be completed between four weeks during the summer of 2023 (again, see the schedule of two timespan options under Section 4.0 Scope of Work), and be facilitated by *accredited educational institutions* well versed in exposing students to career options, as well as the degrees/certifications and other required training necessary to obtain those careers. The courses should provide programming and resources with at least four unique industries/fields options, all within appropriate facilities to deliver the class. Networking with current professionals and the institute's alumni, as well as current students, is one of several programmatic elements expected to be provided to participants. Campus tours, classroom/lab immersions, skill and/or desired career assessments, student success/financing workshops, off-campus workplace visits, potential dormitory stays, etc. are some of the many other expected programmatic elements proposers may offer.

To fulfill the program, CSCF is also requesting proposals that will outline the cost to deliver the Explore program and demonstrate the capacity in becoming a CSCF vendor to deliver the program to these young adults. Eligible entities are accredited post-secondary educational institutions with physical facilities participants must visit/be on-site for some portion of the offering. Furthermore, organizations that can demonstrate previous successful deployment of programs providing opportunity to youth (i.e. young adults from low-income earning families or who are disabled; justice-involved; foster; and young adult parents) are especially sought to propose and share information on their impact.

As mentioned in Section 2.0 Background, proposers are expected to provide a cost leverage to their offering as this initiative supplements local public marketing efforts to a relevant audience for the educational institution partner. *This leverage is at least 20% of the total proposed cost estimate* (this should include indirect rates/expenses), and those proposals with the most competitive cost share will be given more weight during the evaluation of the submitted proposals. **Both cash and in-kind leverages are allowable.** In Section 4.0, Scope of Work, there will be segments where proposers must share the details of their leverage.

ELIGIBLE ENGAGE HOST ORGANIZATIONS

With this training, CSCF is seeking partners to deliver industry-specific education or career on-ramping experiences and activities in the high-growth industries provided in Section 2.0 Background. The proposed course(s) should be able to be completed between four weeks during the summer of 2023 (again, see the schedule of two timespan options under Section 4.0 Scope of Work), and be facilitated by instructors with knowledge/experience in the targeted industries. The courses should have a curriculum that is aligned with targeted industry needs, provide industry-related skills building activities, classroom and project-based learning, pre-employment/work maturity skills training, introduction to post-secondary and additional training avenues, and appropriate facilities to deliver the class. In addition, other options for consideration can include, but is not limited to, incorporating community service projects, field training and shadowing experiences, mentorship, industry/occupation certification, and connection to apprenticeship programs. To fulfill the program, CSCF is also requesting proposals that will outline the cost to deliver the Engage program and demonstrate the capacity in becoming a CSCF vendor to deliver the program to these young adults. Eligible entities can be any organization with the above qualifications and

include:

- 501c3 nonprofit organizations
- For-profit organizations
- Educational institutions
- 501c6 consortiums

Note: 501c3/nonprofit organizations with proven track records of delivering industry-specific youth workforce programs will be given preference (again, for-profit, 501c6, and other organizations are eligible to submit proposals). Furthermore, organizations that can demonstrate previous successful deployment of programs providing opportunity youth (i.e. young adults from low-income earning families or who are disabled; justice-involved; foster; and young adult parents) are especially sought to propose and share information on their impact.

4.0 SCOPE OF WORK

Proposers must provide the minimum and maximum number of participants they can accommodate in at least one 4-week program, both in their Scope of Work, and within their budget. The 4-week windows CareerSource Central Florida requires proposers to host either the Explore and/or Engage (or both) programs in are as follows:

Summer A Term Program Hosts: Monday, June 5, 2023 – Friday, June 30, 2023

Summer B Term

Program Hosts: Monday, July 10, 2023 – Friday, August 4, 2023

Proposers must provide which term they prefer to host, or that they can host over both terms, in their Scope of Work response. Proposers are also responsible for providing a draft itinerary over the dates provided, as well as what time frames during the day the program will be delivered. While the timeframe is ultimately up to the proposer, CSCF expects at least 4 hours of content to be provided per day, and for proposers to provide robust programming, maximizing participants' availability out of school and during the summer months.

Proposers must provide all staffing, resources, and supplies needed for participants to successfully conclude their program offering. Additionally, proposers must provide safe, adequate, ADA-compliant facilities for their program. This must include parking, building access, and any other facility matters to be easy and clearly communicated to participants. If proposers are proposing field trips requiring transportation, they must provide all transportation within the program they host.

CSCF is seeking for this proposer, if awarded, to partner on the deployment of the Workforce Readiness Academy (see Section 2.0 for additional details). This may include but is not limited to, providing speakers, planning with CSCF staff on how to tie-in Academy themes (i.e. communication, creative thinking, and other power skills) into the proposer's particular curriculum/program itinerary, and more. Awardees must also support CSCF with outreach for the program and the greater E3 Summer Youth Program, ensuring past participants are aware of these offerings, as well as cross-promoting the program via social media, email engagement and other communication channels- before, during and after they host their program(s). From time to time, awardees should connect their communications staff with CSCF's Communications team to ensure alignment in messaging and/or if additional collateral is available.

Finally, awardees will be expected to capture testimonials during their hosted program(s), as well as assist CSCF with contacting past participants if possible.

Awardees will be required to regularly provide participant attendance, engagement and other relevant information to further improve CSCF offerings. The reporting metrics and impact assessments will be outlined in the negotiated contract agreement between CSCF and selected proposers. Awardees can anticipate having to collect various preference information from participants beyond typical monitoring metrics, such as learning styles, preferred outreach/communication modalities, future career exploration interests/needs, etc.

Outside of these responsibilities of awardees, CSCF will provide the following outreach, programmatic and operational support beyond payment:

- CSCF will conduct outreach (both in-person at schools as well as online paid and un-paid) to applicants. CSCF has a history of successfully recruiting applicants as well as qualified participants.
- CSCF will select participants and host a waiting list; then will communicate initially with participants and provide a listing of participants to program hosts
- CSCF will provide staff to work with the participant prior to their program to understand the participant's industry fields of interest; capabilities; previous experiences; etc. and best align that participant to the program to his/her/their preferences
- CSCF will host the first week of every program the Workforce Readiness Academy enabling
 participants to become familiar with CSCF as well as important resources/information for success
 during the program
- CSCF will provide participant support throughout the program this may include but is not limited to having CSCF staff reach out to participant with low attendance; concerning transportation or other issues while the participant is outside of the program portion hosted by the awardee; participant payment issues; etc.
- CSCF will provide either online or analog materials to awardees to help monitor participants' engagement, preferences, and other pertinent information towards their success through the program and beyond

Again, please note, there are new requirements and expectations for proposers different from past years.

EXPLORE PROGRAM SCOPE OF WORK

This Explore program should best support young adults who have no idea what they want to pursue for a career, often citing "I don't know what I want to be when I grow up". By the end of the 5-week exploratory program, they should be able to articulate at least a narrowed field or career cluster of interest, as well as understand how to enter the educational institution to head towards these careers while thriving during their education path there. CareerSource Central Florida aims to continue an engagement with each participant to assist them in refining their career pursuit from this point forward. The Explore program is expected to provide the following, among other relevant :

- Comprehensive presentation of a number of locally accessible industries/career clusters to young adults unsure of what career path they wish to pursue
- Career exposure experiences
- Career collateral and other resources
- Networking opportunities
- Hands-on skill development
- Workplace environment immersions
- Presentations or collateral resources on which degrees and/or certifications best position prospective workers into these careers.

Overall, participants should walk away from the exploratory program with 1.) a narrower focus on which field or career most interests them to further pursue with CareerSource Central Florida and their secondary educational/other community partners; and 2.) an understanding of how to apply for post-secondary education, as well as how to finance, live within, and succeed at the institution.

The program, aimed toward 600 young adults, ages 15 to 19, will commence during June 2023 – August 2023 (see required date timeframes above). CSCF will invest up to \$700,000 total to support the implementation of this program.

In particular, since this program is highly complementary to traditional "campus-tours" and/or other marketing efforts to the general public, post-secondary education institutions are asked to enter a true partnership with CareerSource Central Florida: *proposers are asked, starting this year, to provide a cost leverage to the Explore program.* See Section 3.0 Qualifications for more details.

ENGAGE PROGRAM SCOPE OF WORK

The Engage program provides real-world, practical experience to young adults in an industry field area through curriculum, activities, networking to professionals, and access to relevant resources. Participants should gain:

- Field-specific skill development
- Perspectives from subject matter experts describing their 'day-in-the-job' of that field
- Perspectives from potential students pursuing educational pathways related to these fields
- Immersive experiences relating to the typical work environment of that industry field (i.e. remote work with individual responsibilities, versus in-person, team dynamics work, versus individual skill development in a commercial kitchen, etc.)
- Critical industry certification/education information
- Tools and/or collateral outlining the necessary tools for them to thrive
- Continued skill exercises/development for 'after-hours' or even beyond the conclusion of the program
- Any other information/resources deemed necessary for a deeper understanding of what a pursuit of these careers require.

The program, aimed toward 400 young adults, ages 15 to 19, will commence during June 2023 – August 2023 (see required date timeframes above). CSCF will invest up to \$700,000 total to support the implementation of this program.

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: <u>publicresponse@careersourcecf.com</u> prior to October 21, 2022
- Please type "INQUIRY SYP-E&E-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 SYP-E&E-PY23-EXPLORE" for Explore programs and "PROPOSAL SYP-E&E-PY23-ENGAGE" for Engage programs in the subject line "SYP-E&E-PY23 EXPLORE & ENGAGE" if responding to both
- Proposals must be submitted via email no later than 5:00 PM (EST), on November 2, 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 <u>will not</u> 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
10/3/2022	RFP is made available at 5:00pm EST on the CSCF Internet: Work With Us - CareerSource Central Florida
	Bidder Conference – proposers are welcome to attend this informational session on CareerSource's expectations, new requirements/components of these programs, to share tips towards successful submissions, and to review RFP Q&As submitted to date. This event will be held over webconference from 1:30PM – 3PM at the following link:
10/10/22	https://careersourcecf.zoom.us/j/81254519959 Meeting ID: 812 5451 9959 One tap mobile +13092053325,,81254519959# US +13126266799,,81254519959# US (Chicago)
	Find your local number: https://careersourcecf.zoom.us/u/kybKBWJL2

10/21/22	Final Clarifying/Technical inquiries concerning the RFP must be received by 5:00pm EST, via email at publicresponse@careersourcecf.com. Please type "INQUIRY – SYP-E&E-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 Work With Us - CareerSource Central Florida
11/2/2022	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 – SYP-E&E-PY23-EXPLORE" or "PROPOSAL – SYP-E&E-PY23-ENGAGE" in the subject line.
11/3/2022	Bids will be opened privately on November 3, 2022 and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.
11/4/2022- 11/11/2022	Proposal review by review team, date to be confirmed
12/15/2022	Scheduled on Full Board of Directors agenda for approvals
1/6/2023	Contract negotiations and final contracts drafted by 1/6/2023

7.0 <u>SIGNATURE</u>

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 event 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.

<u>Outline</u>: 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.

• <u>Cover letter</u> - 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. Note: One cover letter suffices for multiple Explore and/or Engage proposed programs if a proposer chooses to submit more than one.

- ATTACHMENT A Signed Cover Sheet
- ATTACHMENT B Scope Narrative

A Scope should be provided for each unique Explore and/or Engage program proposed by the organization. As an example, if an educational institution wishes to propose one Explore program, a STEM related Engage program, and a Healthcare related Engage program, they must submit three different scope documents to reflect those specific programs and industry themes.

• ATTACHMENT C - Budget

A Budget should be provided for each unique Explore and/or Engage program proposed by the organization. As with the example given above, three different programs will require three respective budgets reflecting the anticipated expenses for each program.

- 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.

Explore Criteria	Max Points
 Quality of the Proposal Proposal displays various career exposure activities to all participants across <i>at least four</i> unique industry fields/clusters Proposal displays <i>at least three</i> other programmatic elements requested in Scope that provides additional exposure to the industry focus area Adherence to Proposal format Proposal displays clearly articulated opportunities and activities for participants to understand student success resources, culture, and/or other aspects of the post-secondary education experience 	35
 Cost/ Scope Template Total Cost of Program competitiveness Cost per Participant competitiveness Expenses clearly explained and are within reason to competitive proposals Provides at least 20% cost leverage in Scope and Budget Uniqueness and effective tie-ins of leveraged resources towards cost leverage 	20

Capacity / Ability to showcase careers as well as connect participants to variety	
 of fields/clusters: Quality and quantity of industry connections/alumni data/etc. supports clear indication for participants to understand career commitments as well as more details on various career options Proposal displays the respondent successfully recruits students to the institution as well as successful student graduate and/or placement rates Proposer has adequate, appropriate facilities available for the proposed maximum number of participants Proposer demonstrates a competent, relevant staff base capable of implementing the program 	35
Additional Offerings, which may include	
 Executive guest speakers within the program Tours of the targeted industries Demonstration within these offerings of participants being able to network with subject matter experts and have questions they may have about careers and/or the educational institution thoroughly answered 	10
Proposer is a minority or women-owned business	5*
Total Points Awarded Per Proposal	100*

* Bonus points could bring the score to 105 total points

EVALUATION CRITERIA FOR ENGAGE

ENGAGE Criteria	Max Points
 Quality of the Proposal Proposal displays various, appropriate training activities to participants Proposal displays at least two other programmatic elements requested in Scope that provides additional exposure to the industry focus area Proposal confirms participants will deploy portfolio development opportunities by the conclusion of the program Proposer describes a clear assessment path from pre- to post-program demonstrating skill gains by each participant Adherence to Proposal format 	35

Cost/ Scope Template

- Total Cost of Program competitiveness
- Cost per Participant competitiveness
- Demonstrates unique and/or strong leveraging of existing resources to provide a strong programmatic proposal

Capacity / Ability to train in any of the Targeted Industries

- Demonstrates connectivity to industry resources and/or experts in relevant industry field/career cluster: Science/Technology; Hospitality/Tourism; Healthcare; Manufacturing/Logistics; Business/Management; Sustainability/Environmental
- Demonstrates an impactful history of the organization's success in training young adults through skill acquisition of the identified industry field/career cluster
- Shares clear impact metrics for certification and/or other training deliverance to previous participants of CSCF-hosted or similar programs
- Background information on training and other organization staff demonstrates the necessary expertise to best equip participants with advancing skills and other acumen, especially in the industry field/career cluster

Additional Offerings, which may include

Executive guest speakers within the program
 Tours of the targeted industries
 Demonstration within these offerings of participants being able to network with subject matter experts and have questions they may have about careers and/or the educational institution thoroughly answered
 Provision of necessary tools, software, and/or other resources for participants to build upon within that industry field/career cluster
 Proposer is a minority or women-owned business

Total Points Awarded Per Proposal

* Bonus points could bring the score to 105 total points

10.0 CONDITIONS AND LIMITATIONS OF THIS RFP

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.

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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:
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.

communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition.

I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.

Signature of Authorized Representative

Date

Printed Name and Title

SCOPE TEMPLATES

Please submit proposals to procurement@careersourcecf.com by November 2, 2022 at 5:00PM.

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

EXPLORE SCOPE OF WORK TEMPLATE

- 1. NAME OF PROPOSED EXPLORE PROGRAM:
- 2. INDUSTRY FIELD/CAREER CLUSTER AREA(S) COVERED IN PROPOSED PROGRAM:
- 3. HOST ORGANIZATION(S):
- 4. CSCF FY23 PREFERRED TIMEFRAME SELECTION(S): (Summer A, B, or Both)
- 5. PREFERRED COUNTY(IES) TO HOST EXPLORE PROGRAM WITHIN: (Share as many as you could host this particular program within: Lake, Orange, Osceola, Seminole and/or Sumter)
- 6. POTENTIAL SITE(S) WHERE PROPOSED EXPLORE MAY BE HOSTED: (*Provide facility name and address at minimum. Brief information shared on building access, parking and any other facility-related issues being resolved as soon as possible will strengthen the proposal*).
- 7. BACKGROUND AND HISTORICAL IMPACT (IF AVAILABLE) OF ORGANIZATION IN YOUTH CAREER PROGRAM HOSTING – ALSO SHARE ORGANIZATION'S MARKETING/OUTREACH DEPARTMENT WEBSITE AND/OR OTHER COLLATERAL:
- 8. BRIEFLY SUMMARIZE AT LEAST FOUR OR MORE INDUSTRIES/CAREER CLUSTERS THAT WILL BE FEATURED IN THE PROPOSED PROGRAM:
- 9. LIST ANY INDUSTRY CONNECTING INITAITIVES/ASSETS CURRENTLY AT THE ORGANIZATION SUPPORTING CURRICULUM AND/OR STUDENT CAREER SUCCESS OVERALL (i.e. INDUSTRY ADVISORY BOARDS, PROFESSIONAL ORGANIZATION CONNECTIONS, ALUMNI CONNECTIONS, etc.):
- 10. PROPOSED CURRICULUM AND RESOURCE OFFERINGS SUMMARY FOR THIS EXPLORE PROGRAM:

- 11. LIST AND/DESCRIBE EXAMPLES OF CAREER-CENTRIC CONTACTS AND/OR RESOURCES TO BE PROVIDED IN PROPOSED EXPLORE PROGRAM:
- 12. LIST AND/DESCRIBE EXAMPLES OF INTERNAL INSTITUTION DEPARTMENTS/RESOURCES PARTICIPANTS WILL BE EXPOSED TO, FOR A BETTER UNDERSTANDING OF CAMPUS LIFE/EDUCATION PURSUIT:
- 13. PROVIDE A DRAFT ITINERARY: (provide rough estimates of daily timeframes and potential skills, topics and/or other resources presented during the Explore Program)
- 14. DESCRIBE YOUR COST LEVERAGE CASH/IN-KIND, ITS SOURCES AND WHAT PART OF THE PROPOSED PROGRAM IT WILL SUPPORT/WHAT IT LEVERAGES, etc.:
- 15. DESCRIBE HOW YOU WILL ADDRESS THE DESIRED EXPLORE OUTCOMES AND HOW YOU WOULD MEASURE/COLLECT THESE OUTCOMES (see SECTION 2.0)
- 16. OTHER INFORMATION CSCF SHOULD KNOW ABOUT THE PROPOSED EXPLORE PROGRAM
- B.) ENGAGE PROGAM PROPOSERS MUST COMPLETE AND SUBMIT THE FOLLOWING SCOPE TEMPLATE FOR AN ELIGIBLE RESPONSE TO THIS RFP.

ENGAGE PROGRAM SCOPE OF WORK TEMPLATE

- 1. NAME OF PROPOSED ENGAGE PROGRAM:
- 2. INDUSTRY FIELD/CAREER CLUSTER AREA(S) COVERED IN PROPOSED PROGRAM:
- 3. HOST ORGANIZATION(S):
- 4. CSCF FY23 PREFERRED TIMEFRAME SELECTION(S): (Summer A, B, or Both)
- 5. PREFERRED COUNTY(IES) TO HOST ENGAGE PROGRAM WITHIN: (Share as many as you could host this particular program within: Lake, Orange, Osceola, Seminole and/or Sumter)
- 6. POTENTIAL SITE(S) WHERE PROPOSED ENGAGE MAY BE HOSTED: (*Provide facility name and address at minimum. Brief information shared on building access, parking and any other facility-related issues being resolved as soon as possible will strengthen the proposal*).

- 7. BACKGROUND AND HISTORICAL IMPACT (IF AVAILABLE) OF ORGANIZATION WITHIN THIS FIELD AND/OR YOUTH CAREER PROGRAM HOSTING:
- 8. PROPOSED CURRICULUM AND RESOURCE OFFERINGS SUMMARY FOR THIS ENGAGE PROGRAM:
- 9. LIST RELEVANT INDUSTRY CERTIFICATIONS/TRAINING TO BE PROVIDED IN PROPOSED ENGAGE PROGRAM:
- 10. LIST AND/DESCRIBE EMPLOYER ENGAGEMENT OFFERINGS, SUCH AS INDUSTRY SPECIFIC CONTACTS AND/OR RESOURCES TO BE PROVIDED IN PROPOSED ENGAGE PROGRAM:
- 11. PROVIDE A DRAFT ITINERARY: (provide rough estimates of daily timeframes and potential skills, topics and/or other resources presented during the Engage Program)
- 12. SHARE BRIEF BACKGROUNDS ON POTENTIAL TRAINERS FOR PROPOSED ENGAGE PROGRAM:
- 13. DESCRIBE HOW YOU WILL ADDRESS THE DESIRED ENGAGE OUTCOMES AND HOW YOU WOULD MEASURE/COLLECT THESE OUTCOMES (see SECTION 2.0)
- 14. OTHER INFORMATION CSCF SHOULD KNOW ABOUT THE PROPOSED ENGAGE PROGRAM

ATTACHMENT C

BUDGET TEMPLATE

CSCF is seeking an understanding of overall program costs. In the first row of the table below, under the Cost Per Program total, please outline rough estimates of expense amounts below the total. You may use the example expense categories below or edit and write in your own. Costs include:

- Staffing;
- Curriculum development or coordination;
- Industry-focused, leadership, employability, and exploration activities;
- Participant supplies and materials;
- Administrative and facility/transportation costs (if applicable);
- Other direct costs

Below the budget template, you may write notes describing particular expenses so proposal reviewers understand your expense justifications. For educational institutions, CSCF will allow submissions reflecting total "course" (as opposed to program) costs, but **both** a cost per "student" (participant) and Cost Per Program breakdown **is still required.**

A budget must be submitted for each independent Explore and/or Engage program proposed. See Sections 4.0 and 7.0 for complete submission packet details.

Cost Per Program/Course	\$	TOTAL
	Staffing	\$
	Curriculum development/coord.	\$
	Supplies/materials	\$
	Transportation	\$
	Facility costs	\$
Cost Per Participant	\$	
Program Length	Hours per day	
Minimum Students per Program	#	
Maximum Students per Program	#	
Number of This Program Your Organization is Able to Offer for Summer FY23 (given timeframes provided above)	#	

ONLY SUBMIT FOR EXPLORE	\$
PROPOSALS: Cost Leverage Per	
Program (must be at least 20% of	
'Cost Per Program' line above)	

Notes:

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.

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 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.

<u>Part I</u>
INORMATION ON RESPONDENT:
Legal Name of Respondent:
Business Address (Street/P.O. Box, City and Zip Code):
Business Phone ()
Facsimile ()
<u>Part II</u> IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?
YESNO
IS ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL AN EMPLOYEE OF RESPONDENT?
YESNO
IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?
YESNO
IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?
YESNO
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)

<u>Part III</u>

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:

L 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 subcontractor 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 MANANGEMENT 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 <u>Public Law 115-232</u>, 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- <u>Verify.gov</u>), 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

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