



**REQUEST FOR PROPOSAL
FOR
TEMPORARY STAFFING & PAYROLL SERVICES**

RFP NUMBER – PY22-TS/PS

ISSUE DATE:

1/11/2022

PROPOSAL SUBMISSION DEADLINE:

2/8/2022

**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 for Temporary Staffing & Payroll Services.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified organizations interested in contracting to provide temporary staffing and payroll services. Selected Proposer will perform the role of employer of record for temporary employment opportunities for Central Florida Regional Workforce Development Board, Inc. dba CareerSource Central Florida, as part of its training strategies for job seekers.

As a Florida Workforce Board, CSCF is allocated funding to provide workforce employment and training services in a five-county region (Lake, Orange, Osceola, Seminole, and Sumter). Workforce employment and training services include adult job training, young adult programs, dislocated worker job training, veteran's services, welfare transition services, and job placement assistance. In addition to these employment and training services, CSCF often has special circumstances, such as the receipt of additional funding resulting from special initiatives and grants or community projects. Those circumstances can require expansion of current programs and services and/or the inclusion of new activities and services that require additional staff to assist in managing the additional work.

Each of the above-mentioned programs has laws and regulations and CSCF is subject to audits and program monitoring to ascertain compliance with those laws and regulations. Reference information for these programs is available on the Internet at www.doleta.gov and www.floridajobs.org. CSCF contracts with other entities for some services and directly delivers services to the local population.

2.0 BACKGROUND

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.

3.0 WHO CAN APPLY

This solicitation is open to licensed personnel agencies with the capacity, experience, and financial resources to manage and provide the services outlined in this RFP. CSCF may select one or more proposers as is necessary to meet CSCF's needs.

4.0 CONTRACT TERM – PERIOD OF PERFORMANCE

CSCF intends to execute an initial 12 month "fixed fee" contract as a result of this RFP (July 1, 2022 – June 30, 2023). CSCF reserves the right to negotiate for continued services with the same proposer up to four additional program years - July 1, 2023 through June 30, 2027 - annually depending upon proposers performance. Each year CSCF will evaluate the effectiveness of the proposer's performance, if needed, and determine if the contract should be continued. Such renewal will occur at the sole and absolute option of CSCF.

In the event additional funds become available for the services requested more than that announced or if not announced expected to become available following the issuance of this RFP, CSCF shall have the right to negotiate and contract with the successful proposer for additional services without the need for an additional RFP. A contract will be executed after successful negotiations with the recommended proposer. In the event CSCF is unable to successfully negotiate a contract with the recommended proposer, as determined by CSCF in its sole and absolute discretion, CSCF may then negotiate with the second or third highest-ranked proposer and so on until a contract is executed or if CSCF decides to terminate the selection process.

Cash advances from CSCF shall not be available to Proposer. Therefore, the successful proposer must have sufficient cash resources to “front” expenditures and await reimbursement from CSCF, usually within one month of an invoice submitted with proper documentation. In other words, proposer shall have funds available to cover a minimum of two months of expenses. Proposer must be able to provide documentation to substantiate the invoices which are cost reimbursement. Copies of original documents are adequate.

5.0 SCOPE OF WORK

1. It is CSCF’s intent to provide outreach, recruitment, and enrollment of participants into the paid internship activities. CareerSource Central Florida will determine eligibility and facilitate matches between participants and employers. Participants will then be referred to the proposer as the employer of record to complete required employment documentation. The proposer is responsible for completion of all federal and state-required employment and tax forms.
2. There will be some joint responsibilities between CSCF and the proposer. Proposer will be the employer of record for the program participant. However, for purposes of workers’ compensation coverage, the program participant will be considered an employee of the State of Florida and the proposer will not be required to provide workers’ compensation for paid internship and worksite program participants.
3. For workers’ compensation purposes program participants are not considered employees of proposer or CareerSource, although the proposer will have all employer responsibilities of the participant.
4. Proposer will be required to submit an online invoice and program participant timecards to CSCF to receive reimbursement of costs.
5. The proposer, as the employer of record, shall be an Equal Opportunity Employer and adhere to all federal, state, and local laws in relation to its hiring process.
6. The proposer will acknowledge that any participant placed under the contract is an employee of the proposer and shall expressly inform all participants of that status prior to commencement of their work assignment.
7. Any hours worked by a participant exceeding 40 hours in a workweek will be the sole responsibility of the Proposer.
8. Participants will be paid an hourly rate set by CSCF and may work up to a maximum of 40 hours per week.
9. The proposer agrees that at the end of a participant's paid internship, worksite management may offer continued employment to a participant without the proposer receiving a placement fee.
10. Payroll must occur weekly. Timecards must be maintained via an online application that provides electronic access for reviewing timecards and printing W-2s. The proposer will provide orientation for employers on using the timecard application.

11. Orientation needs to be in conjunction with CSCF, as the internship is with CSCF and the Proposer is the third party vendor.
12. The proposer will be solely responsible for all payroll functions, including but not limited to, onboarding and the timely payment of all compensation for the intern participants referred by CSCF staff for temporary employment under the contract and will be responsible for the filing of state and federal taxes, unemployment insurance and payroll processing.
13. The Proposer will provide onboarding at CSCF locations or virtually; preference being at CSCF locations
14. The Proposer will be required to conduct a state level-background check covering CSCF referred participants under the contract and provide CSCF staff with documented results. Preference is that Proposer has a mobile capacity for performing I-9 verifications. The Proposer will assume responsibility to ensure drug testing of participants when required by employer(s). The Proposer will be reimbursed by CSCF at the rate actually paid by the Contractor for these expenses.
 - a. Participant results must be disclosed to the worksite employer for consideration prior to commencing work with the worksite employer. Commencement of internships will be contingent upon results of background check and agreement with worksite employer following employer's review of such information.
 - b. Criminal information must be obtained directly from the Florida Department of Law Enforcement.
 - c. The criminal background check must, at a minimum, include an investigation for, and review of, any (i) state and federal felony convictions; (ii) misdemeanor convictions involving moral turpitude; (iii) any crimes in violation of the Violent Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) or (ii).
 - d. A level II background check is required for referred participants working with youth or on a school campus.
15. Prior to participants' assignment to a work site employer, the Proposer will conduct an orientation in coordination with CSCF staff either in person or online, with the participant to review the Proposer's policies and worksite assignment requirements, including Proposer/ participant relationship; work standards, and expectations; dress and business etiquette; and Proposer policies and procedures related to drug use, sexual harassment, non-discrimination/anti-retaliation, compliance, and ethics training. Proposer must hold one on one and/or group orientations at Career Centers through the five-county region, when requested by CSCF. Preference is for Proposer to provide bilingual orientations/assistance with online onboarding for those who require it.
16. The Proposer will be responsible for personnel matters such as distribution of pay checks/ACH Payments.
17. A CSCF worksite monitor will provide oversight of the participant and worksite employer at regular intervals to ensure program compliance.
18. The Proposer will work in collaboration with designated CSCF staff to notify the participant of assignment conclusion and complete all necessary termination documentation.
19. The Proposer will work in collaboration with CSCF assigned staff to notify the CSCF Director of Operations or their designee in writing within 24 hours of participant termination, if they are fired and let go by host employer.
20. The Proposer will work with CSCF staff to obtain all documentation necessary from a

- participant's worksite employer to meet reporting and reimbursement requirements.
21. The Proposer will utilize weekly timesheets for each participant. Weekly the Proposer will deliver to CSCF the following deliverables (format and content shall meet CSCF requirements):
 - a. Cumulative hours worked and wages earned by each participant.
 - b. Detailed list of all active participants by worksite employer and/or classification.
 - c. Cumulative assignment detail analysis for all active and terminated participants, including start date, end date, termination date, hourly rates, and duration of employment.
 - d. An invoice with a separate line item for each participant paid and associated costs incurred for background check and drug screening. All invoices must be supported with attached timecards, (signed by the participant and the participant's supervisor), and applicable VENDOR invoices. The Proposer will add a notation of FINAL CHECK to invoices, when applicable, for participants. Digital invoices in MS-Excel are required for ease of review.
 22. In the event CSCF notifies the Proposer of a participant claiming to have not received the appropriate compensation, the Proposer will promptly contact the participant and attempt to settle any dispute(s) in good faith. In the event the Proposer is unable to promptly resolve any compensation dispute with any of the above-described individual(s), the Proposer shall provide a written explanation to CSCF of the dispute and the steps taken by the Proposer to resolve same.
 23. The Proposer will maintain accurate auditable records, including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of charges for any fees, expenses, or other charges to CSCF under the contract. Records must track and capture cost by multiple grants (i.e. WIOA, TANF, NEG, etc.) for all participants under awarded contract, including hours and dollars spent by each participant.
 24. The Proposer will provide weekly reports to CSCF staff allowing the ability to generate custom reports, as needed, on performance and fiscal data. In addition to weekly reporting requirements, proposer will attend scheduled meetings with CSCF staff quarterly. Meeting time and dates to be coordinated with CSCF staff. The Proposer will ensure that electronic access to participant timesheets and paystubs is made available to CSCF staff.
 25. The Proposer will ensure their database is updated weekly.
 26. The Proposer will designate a primary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSCF staff, responding to CSCF requirements, and program reporting.
 27. The Proposer will designate a secondary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSCF staff, responding to CSCF requirements and program reporting while the primary point of contact is on vacation or out for an extended period of time (more than 3 days).
 28. The Proposer will ensure bi-lingual staff (English & Spanish) will be made available to CSCF upon request.
 29. If the proposer is requested to source a worker for a specific position and is unable to do so with a qualified candidate agreed upon by CSCF and proposer at the time of the recruitment, and at a pay rate acceptable to CSCF, then CSCF reserves the right to utilize any temporary service provider to meet the specific temporary worker need without liability or fee to the Proposer.

5.1 **ADMINISTRATIVE REQUIREMENTS**

- A. Proposer(s) awarded a contract under this RFP will be required to submit an audit to CSCF at the end of each contract term if Proposer's federal expenditures are more than seven hundred fifty thousand dollars (\$750,000.00) a year regardless of the source. Commercial (for-profit) organizations will have the option of auditing the services contracted for or submitting an organization-wide audit. Other Proposer(s) must submit an audit in accordance with 2 CFR Part 200 if their federal expenditures are more than seven hundred fifty thousand dollars (\$750,000.00) a year regardless of the source. The cost of the audit will be negotiated separately from the bill rates proposed as the requirement for the audit will not be determined until after the contract award.
- B. Proposer will be required to list CSCF as an additional insured on their general liability, umbrella, and fidelity bond insurance policies.
- C. Proposer will be required to report to CSCF any costs and ensure compliance regarding medical benefits related to the Affordable Care Act related to temporary and/or payroll services workers both generally before workers are placed and simultaneously when workers are placed.
- D. CSCF frequently monitors and evaluates its programs. Proposer must agree to participate in evaluations and allow CSCF access by monitors who will examine Proposer's books, financial transactions, records, and temporary worker files related to the contract.
- E. Proposer must agree to assume full responsibility for all costs including funds spent on any ineligible persons certified by Proposer and for payments for hours not supported by time records or pre-approved by CSCF.
- F. Bill rates quoted must be for all costs related to the services including the cost of any required background checks, drug tests and other pre-hire costs. The Proposer will not be required to perform drug testing and/or a background check for a participant/ temporary worker at an internship or work site unless requested by CSCF. The type of drug screening and/or background check will depend on what the worksite requires. Proposers are to submit the cost and types of drug screening and/or background checks available to CSCF.
- G. The Proposer should have sufficient credit or resources to be paid on a reimbursement basis. CSCF will not provide funding advances.

5.2 PROPOSER EXPERIENCE AND QUALIFICATIONS (TO BE INCLUDED IN THE RESPONSE NARRATIVE):

To be considered for the CSCF provider of the services described in this RFP, CSCF requires that interested respondents provide a written response to the following and include written responses in the narrative submitted with the proposal.

1. A description of the organization's services should include experience with providing staffing/payroll services of a similar nature to other entities or organizations. Include the number of contracts currently held, the general scope of those services, and the firm's resource commitments. The successful Proposer will have provided evidence that the organization can perform the work when time is of the essence, as well as a description of the firm's size, structure, and the number of years of providing services of similar scope.
2. Information on experience in meeting the needs of businesses through staffing/payroll services offered by the firm to include at least two specific recent examples of successful contracts completed or ongoing by the organization within the thirty-six (36) months preceding the issue date of this RFP. Experience with local, state, or federal workforce services or programs is preferred.
3. State the number of temporary workers proposer can effectively manage/payroll at any given time.
4. Explain the proposer's background check process and how long would it take to perform employer-required background checks? Please specify different time periods for different types of background checks.
5. Describe how the proposer would ensure compliance with anti-discrimination laws in the recruitment of individuals for temporary jobs?
6. Explain how the Proposer is currently addressing and ensuring compliance with the Affordable Care Act with regard to temporary and payroll services workers.
7. Describe the knowledge of both the proposer and the team that would handle CSCF's account and their experience in providing employer of record services.
8. Describe the proposer's ability and willingness to provide prompt and responsive service to CSCF to include interfacing with others and adjustments to service delivery.
9. Geographic areas of the United States serviced and all locations in the state of Florida. Provide capacity for additional volumes that might be utilized to service this account and the operations handled from these locations.
10. Location presence in Central Florida or indication of future plans to expand footprint into Central Florida.
11. Provide the number of current clients in the five-county footprint and provide two to three references.
12. Describe the processes you will use for management and supervision to comply with the requirements in the scope of work including, Proposer work policies, employee/employer orientation, work standards, and expectations; background checks and drug testing, safeguarding participant confidential data and Proposer policy regarding them; the capital available to fund payroll on a weekly or biweekly basis, and discuss how timecards are collected, paychecks are distributed and how the Proposer will ensure timely payments to participants, as well as, timely submission of deliverables under the contract.

5.3 FISCAL INFORMATION AND REQUIRED REPORTS (TO BE INCLUDED IN THE NARRATIVE)

1. Describe the reports Proposer will put in place and make available on an as-needed basis as requested by CSCF. List the elements to be included in the reports. CSCF is asking the Proposer to provide CSCF with a wide array of reports at any given time. The Proposer is to provide in their proposal response the type of custom reports that will be available to CareerSource and the turn-around time for each report.
2. Will the proposer provide invoices with copies of signed/approved timesheets to CSCF on a weekly basis, grouped by the CSCF defined funding source to which the worker is assigned?
3. Does the Proposer utilize an online system? (Proposer must utilize an online system to be considered for contract award). Will various CSCF staff (e.g. CSCF manager, participant's CSCF counselor, and/or other CSCF approved management and staff) have access to see the timesheet in real-time? Provide a brief explanation of the online system used and how real-time access can be provided.
4. Does the Proposer utilize an electronic time clock system?
5. For Participant payroll services, will the Proposer provide an annual report with the number and names of the participants, number of hours each participant worked, and total wages paid to each participant? This reporting is needed by CSCF for programmatic and Worker's Compensation reporting purposes. Can Proposer provide such reporting on a more frequent basis? In what format will this information be provided (electronically, hard copy, Excel, .pdf)?
6. For Participant payroll services, will the Proposer provide weekly reports with the number and names of the participants, number of hours each participant worked, days and hours worked each day, and total gross and net wages paid to each participant for the work week? If so, can this reporting be provided to the Participant CSCF counselor and/or manager? In what format will this information be provided (electronically, hard copy, Excel, .pdf)?
7. Will proposer provide reports at least quarterly of amounts invoiced and/or paid through the contract by the type of service provided?
8. When recruiting for and filling a CSCF temporary or payroll services position, will Proposer provide information and reporting to the CSCF hiring manager, Human Resources representative and CSCF staff assigned to assist Proposer to post and fill positions utilizing the Employ Florida state system?
9. It is not anticipated that there will be disallowed costs, however what funds does the Proposer have available to repay any disallowed costs?
10. Proposer must provide CSCF with access to original documentation to substantiate Proposer invoices. Can Proposer provide an assurance CSCF will be given required access, and can Proposer maintain worker records for seven years?
11. If Proposer maintains their records, how will CSCF be provided access to the records for monitoring purposes?
12. Has Proposer ever filed a petition in bankruptcy? If yes, provide explanatory information.
13. Has Proposer ever had to pay back funds to a funding source, an employer or the federal government? If yes, explain.
14. Most grants CSCF receives prohibit overtime pay for temporary workers. CSCF will not reimburse the selected Proposer(s) for overtime. What controls will Proposer put into place to assure temporary workers do not work overtime?

15. Submit a copy of Proposers last three years' annual financial statements. If the proposer is in operation for less than three years, provide a statement stating the number of years the proposer has been in operation and include the most recent annual financial statement(s). If none have been completed, provide a copy of the most recent tax return. If the Proposer has been in operation for less than one year provide an explanation when the annual financial statements or tax return will be available. Place the annual financial statement(s) or tax return behind the scope of work of the proposal. Failure to submit the required annual financial statement(s) or tax return or for a Proposer that has been in operation for less than one year an explanation when the annual financial statement or tax return will be available, will be cause for the Proposal to be declared non-responsive and will not be considered for contract award by CSCF.

6.0 PROPOSAL SUBMISSION

- Any Contract awarded under this RFP is subject to available funding.
- The specific method of payment for services to be rendered shall be as set forth in the negotiated contract.
- All individuals, public or private not-for-profit corporations, local education organizations, governmental contractors, public organizations, or private-for-profit corporations and businesses, not otherwise excluded, and properly organized in accordance with state and federal law and in business may submit a proposal.
- Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP. Proposers are responsible for determining all factors necessary for the preparation of informative, responsive proposals. The contents of the proposals should be clear, concise, and easy to understand. Proposals will demonstrate proven experience and knowledge of the activities, services and solutions that have been provided in situations similar to those described in the scope of work. Proposers should document and list any assumptions, qualifying information, other criteria, or comments pertinent to their proposal. Proposals should demonstrate methods, strategies, and expertise to accomplish the tasks identified in the scope of work.
- No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by action of any governmental organization; (2) the entity's previous contract(s) with CareerSource Central Florida has been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any contract; (4) the entity or its parent organization have filed for bankruptcy during the past 5 years; or (5) the entity has been convicted of a public entity crime pursuant to section 287.133(1)(a) Florida statutes, on public entity crimes. all bidders are required to submit "Attachment B" relationship disclosure certifications regarding potential conflicts of interest with their proposals.
- No entity may compete for funds if (1) the entity developed or drafted work requirements, or (2) statements of work for this RFP.
- All proposals shall be reviewed for a "perceived" conflict of interest.
- Proposers are required to submit a cover sheet using the format provided in "Attachment A" to this RFP.

7.0 **COSTS**

- Proposers are required to submit a cost proposal using the format provided in “Attachment A” to this RFP.
- Proposals should clearly identify payroll and administrative fees and any other compensation directly related to services requested in this RFP.
- Identify any assumptions made in deriving the fees and administrative rates.

8.0 **INSURANCE:**

- The successful Proposer shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to CareerSource Central Florida and evidencing the coverage must be presented to CareerSource Central Florida prior to commencement of services. All policies of insurance referenced herein will be primary and will include CareerSource Central Florida as an additional insured with the exception of Workers' Compensation. All policies will include provisions that the insurers waive the rights of recovery or subrogation against CareerSource Central Florida. CareerSource Central Florida shall be exempt from, and in no way liable for, any sum of money, which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the successful Proposer.
 - **Liability Insurance:** A standard liability insurance policy in the single limit amount of \$1,000,000 per occurrence and \$2,000,000 as an aggregate amount and General liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence.
 - **Worker's Compensation:** The Proposer is not required to provide Workers Compensation coverage. Said coverage is provided by the state of Florida for adults and youth participating in work experience programs. This means that a participant in an adult or youth work experience activity shall be deemed an employee of the state for purposes of workers' compensation coverage.
 - **Bonding:** A company-wide blanket Employee Fidelity Bond intended to cover every officer, director, agent, subcontractor, or employee authorized to receive or deposit funds under the contract, or issue financial documents, checks, or other instruments of payment of program costs. This bond shall be in the amount of \$100,000 or the highest planned single payment by CareerSource Central Florida during the contract period, whichever is more.

9.0 INSTRUCTIONS TO PROPOSERS

This RFP is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for Temporary Staffing & Payroll Services 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. **Please type “INQUIRY – PY22-TS/PS Solicitation” in the subject line.**
- Submit your proposal electronically by attaching documents in PDF format in a version compatible with Acrobat PDF. Documents should be clearly marked with the respondent’s business name and address. **Please type “BID – PY22-TS/PS Solicitation” in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on February 8, 2022. Proposals **must** be addressed to: Procurement@careersourcecf.com.
- To maintain the 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 CSCF official, employee, or board member. Violating these conditions may render a 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 specified email address cited above.
- Any proposal may be withdrawn until the date and time set above for the 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.

10.0 PROCUREMENT TIMELINE (Tentative dates)

Date	Activities/Events
1/11/2022	RFP made available at 5 p.m. on the CareerSource Central Florida Internet: www.CareerSourceCentralFlorida.com
1/18/2022	Final Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. on 1/18/2022 via email at: publicresponse@careersourcecf.com . Please type “INQUIRY – PY22-TS/PS Solicitation” in the subject line. Response to all questions will be made available on the CareerSource Central Florida’s website: www.CareerSourceCentralFlorida.com
2/8/2022	Electronic RFP responses are to be submitted in PDF format version compatible Acrobat PDF. Email containing proposal must be received by 5:00 PM EST. Please type “BID – PY22-TS/PS Solicitation” in the subject line.

2/9/2022	Bids will be opened privately on 2/9/2022 and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.
2/10-2/19	Proposal review by review team, date to be confirmed
2/24/2022	Scheduled on Full Board of Directors agenda for approvals
3/10/2022	Contract negotiations and final contract drafted by 3/10/2022

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 proposal 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. An application form has been provided for submittal.

All proposals must b CSCF will not return proposals to proposers. All proposals become the property of CSCF and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. CSCF 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/Narrative
- 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 within the narrative:

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 regarding all factors, including service quality, cost, and knowledge of local, state and federal workforce services. 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 compliant) requirements, as stated above, will be evaluated with the following:

Criteria	Points
<p>❖ Proposer Qualifications/ Knowledge and Experience/Narrative</p> <ul style="list-style-type: none"> • Proposer sufficiently demonstrated their organization has the ability to meet the Temporary Staffing & Payroll Services needs of CSCF – Section 5.0 • Proposer meets the Administrative Requirements described in section 5.1 • Proposer demonstrated their organization has sufficient qualifications, knowledge, and experience to conduct the services described in the Scope of Work - Narrative Sections 5.2 & 5.3 	45
<p>❖ Proposer Innovation</p> <ul style="list-style-type: none"> • Proposer provides options for reporting, delivering orientation, and engaging customers 	20
<p>❖ Cost/Price</p> <ul style="list-style-type: none"> • Total cost of Temporary Staffing & Payroll Services – Attachment A – Part 2 	25
<p>❖ References</p> <ul style="list-style-type: none"> • Proposer provided credible references validating ability to provide services described in the RFP. Preference for workforce system-related experience. Section 5.2.2 	10
<p>❖ Special Designation – Bonus Points</p> <ul style="list-style-type: none"> • Proposer business status is a certified minority-owned, women-owned, or veteran-owned business. 	5
TOTAL POINTS	105

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.

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 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 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/quote submitted and confirmed in the contract between CSCF and the individual or firm selected.

CSCF 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.

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.

15.0 IMPORTANT NOTICE TO ALL RESPONDENTS:

CSCF is funded primarily by federal grants. CSCF also receives local municipal grants and sponsorships. Accordingly, federally funded 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.

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

Name of Respondent: :
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/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.

Signature of Authorized Representative

Date

Printed Name and Title

Proposer's Name: _____

Part 2 – Cost/Price Proposal Form

Provide all-inclusive flat rate fee for all labor, materials and travel expenditures required to perform Temporary Staffing & Payroll Services in accordance with the scope of work (see sections 5.0, 5.1, 5.2, 5.3)

1. State the bill rate and fee you will charge CSCF for temporary staffing and payroll services.
2. State the bill rate and fee you will charge CSCF, if CSCF hires a Proposer sourced temporary worker into a regular CareerSource position?
3. Temporary workers may be required to undergo criminal background checks or drug screening as requested by CSCF. In accordance with F.S. 445.009(11) a participant in an adult or youth work experience activity administered under this RFP shall be deemed an employee of the State of Florida for purposes of workers' compensation coverage. In determining the average weekly wage, all remuneration received from the employer shall be considered a gratuity, and the participant shall not be entitled to any benefits otherwise payable under F.S. 440.15, regardless of whether the participant may be receiving wages and remuneration from other employment with another employer and regardless of his or her future wage-earning capacity. State the cost and turnaround time for Proposer to perform the following:
 - A. Driver's License background check with the State of Florida Department of Motor Vehicles
 - B. Driver's License background check outside of the state of Florida
 - C. Criminal Background Check Level 1
 - D. Criminal Background Check Level 1
 - E. Drug Screening 5 Panel Cost Drug Screening 5 Panel

*If proposer is a for profit entity, profit must be stated separately.

Proposer's Name: _____

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

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:

By signing the agreement, VENDOR is providing the assurances and certifications as detailed below:

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR 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; and
- 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 as amended, (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS

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

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR

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 RENOVATION 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.

XI. AMERICAN 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/STANDARD 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/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

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

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 the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/ Business Name

Date