



REQUEST FOR PROPOSAL

FOR

INFORMATION TECHNOLOGY SERVICES

(2020-03)

RELEASED: December 14, 2020

PROPOSAL DUE DATE: February 2, 2021 @ 2:00 P.M.

CONTACT PERSON: MATTHEW SALERA

(850) 617-4606 or matt.salera@careersourcecapitalregion.com

PART I. INTRODUCTION AND KEY PROVISIONS

The Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region (CSCR) is accepting proposals to provide maintenance, management and support for its data network, telecommunications system and other information technology in accordance with the included specifications, terms, and conditions provided in this Request for Proposal (RFP). CSCR seeks to fund proposals to provide a comprehensive set of IT services for its offices in Leon, Gadsden and Wakulla counties. The expected term for a contract awarded under this solicitation will be from July, 2021, through June 30, 2022, and is subject to the actual funding level received by CSCR. The contract may be renewed for up to four additional one-year periods with Board approval based upon service provider performance and funding availability.

A. ELIGIBLE PROPOSERS

All public or private corporations, governmental units, public agencies, or private-for-profit corporations properly organized in accordance with State and Federal law (except those referenced in the paragraph below) and in business for at least one year may submit a proposal for funding. Minority and women-owned and operated businesses and Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities) are encouraged to submit a proposal.

No proposal will be considered for funding if: (1) the proposer has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the proposer's previous contract(s) with CSCR have been terminated for cause; (3) the proposer has not complied with an official order to repay disallowed costs incurred during its conduct of services; (4) the proposer's name appears on the convicted vendor list; or (5) for any cause the proposer is determined irresponsible.

B. FUNDING PERIOD / PERIOD OF PERFORMANCE

This RFP is for the period beginning July, 2021, through June 30, 2022. Contracts will be reviewed for renewal up to four additional years with Board approval based upon service provider performance and funding availability.

C. FUNDING AVAILABLE

Any contract resulting from this RFP will have an approximate value ranging from \$100,000 to \$170,000.

D. TYPE OF CONTRACT

Any contract issued as a result of this RFP will be based upon contractual payments made on a monthly basis after which they are accrued.

PART II. PROCUREMENT TIMETABLE**Activity & Proposed Dates**

Advertising & Publishing RFP: December 14, 2020

Deadline for Questions/Clarifications: January 4, 2021 @ 4:00 p.m.

Reponses to Questions/Clarifications posted: January 7, 2021

www.careersourcecapitalregion.com/about/request-for-proposal

Proposal Submittal Due Date: February 2, 2021 @ 2:00 p.m.

Board Approval: March 2021

Contract Execution: June 2021

Provision of Services: July 2021

QUESTIONS

All questions must be submitted in writing by email no later than 4:00 p.m. on January 4, 2021 to: Matthew Salera, Chief Financial Officer @ matt.salera@careersourcecapitalregion.com

Questions received before the deadline above will be responded to in writing and posted on the CSCR website, www.careersourcecapitalregion.com/about/request-for-proposal by January 7, 2021.

CSCR reserves the right to adjust the procurement timetable or extend any published deadline when it is in the best interest of CSCR. Notification will be provided to those who have submitted a proposal.

Proposals must be received at the CSCR Administrative office by the dates and times listed above. The prospective proposer is solely responsible for assuring that anything sent to CSCR arrives safely and on time. CSCR Administrative office is located:

CareerSource Capital Region
2639 North Monroe St. Bldg. C-100
Tallahassee, Florida 32303
Telephone Number: (850) 617-4606
Fax number: (850) 410-2595

PART III: BACKGROUND INFORMATION

CareerSource Capital Region (CSCR) is a private not-for-profit 501(c)(3) corporation designated as the fiscal agent, administrative entity, planner and grant recipient of the Workforce Innovation and Opportunity Act (WIOA) funds, the employment and training funds for the State of Florida's Welfare Transition Program (WT), Reemployment Assistance (RA), Wagner-Peyser funds (WP), Wagner Peyser, Migrant Seasonal Farmworker (MSFW), Trade Adjustment Assistance Act (TAA) and the Supplemental Nutrition Food Stamp Training & Employment Program (SNAP E&T).

CSCR is one of 24 Local Workforce Development Boards in the State of Florida whose American Job Center system has been branded statewide as Career Centers. American Job Centers within this request for proposal will hereby be referred to as Career Centers. CSCR is governed by a Board of Directors comprised of volunteers from Gadsden, Leon and Wakulla Counties who represent private-sector employers, labor, economic development, education, community-based organizations and state agencies. Joint oversight is provided through an inter-local agreement between CSCR and Gadsden, Leon & Wakulla Counties Boards of County Commissioners.

CSCR is an employer, business-driven entity, charged with the responsibility of implementing policies that ensure the distribution of federal workforce funds in a manner that creates a network of programs and systems designed to address critical workforce challenges.

CSCR works to ensure the efficient use of funds, maximization of the system's effectiveness, and improved collaboration between local workforce partners, thereby strengthening the workforce system through innovation and alignment of services to promote individual and economic growth.

Through three Career Centers, CSCR provides comprehensive services for career seekers and employers focused on matching talent with employer demand. CSCR provides the framework for a local workforce preparation network that is quality focused, employer driven, and customer centered. This framework is designed to assist individuals with barriers, increase access to employment, education, training and support so they may succeed in the labor market. Targeted populations include economically disadvantaged individuals, people with disabilities, long-term unemployed, returning citizens (ex-offenders), underemployed and veterans.

CSCR provides the employer community with a well-trained and job-ready workforce. To support employers and industry sectors effectively, all CSCR staff identify and understand skill needs and form strategies to assist employers. This philosophy incorporates integrated and aligned business services among a collaboration of entities responsible for providing resources to ensure seamless service delivery to career seekers and employers alike.

Mission: CareerSource Capital Region connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity in Gadsden, Leon, and Wakulla Counties.

Vision: Florida will be the global leader for talent.

Our Values:

- **Business-Driven:** We believe Florida employers – the state's job creators – are essential to our overall success in providing effective, market-relevant workforce solutions that drive economic growth and sustainability.
- **Continuous Improvement:** Driven by our commitment to excellence, we respond to

changing market dynamics. We continually strive to improve our performance to better anticipate and address the talent needs of employers and the employment and skills needs of job seekers and workers. We identify, measure and replicate success.

- **Integrity:** We fulfill our mission with honesty and accountability and strive in every decision and action to earn and protect the public trust.
- **Talent Focus:** We believe in the power of talent to advance every enterprise and open the door to life-enhancing economic opportunities for individuals, businesses and communities. Our commitment is to make talent Florida's key competitive asset.
- **Purpose-Driven:** Our work is meaningful and through it, we can inspire hope, achievement and economic prosperity in the lives of the customers we serve.

With all four CSCR locations combined, CSCR and its contractors and partners house approximately 70 staff members in its offices that must be supported.

CSCR and its Career Centers are open to the public 5 days a week, 8:30 A.M. to 6 P.M. During these hours of operation, CSCR may accommodate the needs of hundreds of applicants in any given week. CSCR's website, <http://www.careersourcecapitalregion.com> is available around the clock. The organization attracts local business, from smaller privately owned companies to major commercial employers, and provides service to residents of the community in search of employment.

PART IV: SCOPE OF WORK

Successful proposers will need to respond to all elements identified in Part IV: Scope of Work.

A. SUPPORT AND MAINTENANCE OF EXISTING NETWORK

The existing CSCR computer network consists of four locations: The Leon County Career Center, a second administrative Leon County office, a Wakulla County Career Center, and a Gadsden County Career Center. The Career Center in Leon County serves as a central hub for the network. CSCR's internet connection is located there as well as most of the servers. The existing network consists of approximately 500 nodes, which includes servers, networking equipment, user machines, laptops for management staff, lab machines, VoIP Phones, and printers.

Currently the internet connection for Leon and Wakulla is provided by Uniti Fiber where a 100Mbps connection is installed at the Leon County Career Center. 50Mbps Managed Layer 2 Ethernet Circuits using Uniti Fiber are in place at both the Wakulla and Admin locations. Gadsden currently utilizes a 100Mbps Comcast cable connection with a site-to-site VPN connection back to the Leon County Career Center.

A Cisco Adaptive Security Appliance (ASA) is utilized for securing the network's perimeter. The Cisco ASA is managed internally and is used to track all incoming and outgoing traffic as well as provide VPN connectivity.

The current network configuration has been built on the Cisco Converged Network architecture for data, voice and wireless. This network currently consists of Cisco Catalyst Switches, ISR Routers, Voice Gateways, and Wireless LAN Controllers. The current network is deployed utilizing voice, data, and lab VLANs. The voice network utilizes a single Cisco Unified Communications Manager Business Edition for both call processing and unified voicemail. The currently deployed design is based upon Cisco's SRND using a centralized call processing model. The system supports approximately 100 phones in four locations. Each location is comprised of a Cisco Catalyst 2960X switch and a Cisco 2800 Series router serving as the Voice Gateway and SRST (Survivable Remote Site Telephony) device. All voice calls are processed at the host location via a single PRI connected to a Cisco 2851.

B. NETWORK APPLICATIONS AND BUSINESS PROCESSES SUPPORT

The existing CSCR computer network is a Windows Active Directory domain containing 18 physical and virtual servers in the four locations that serve the following roles: Hypervisors, Domain Controllers, Database Servers, Email Archiving Servers, Terminal Servers, Print Servers, and File Storage Servers.

There are two different types of client machines – internal employees and lab machines (both public and supervised). Windows 10 is in use on almost all production workstations.

On the internal employee machines, the following applications are supported: Microsoft Office 365, MIP (non-profit accounting software), N-Able Windows Agent (inventory/help desk software), Attachmate Extra (3270 terminal emulation software), and Bit Defender (antivirus). The client machines access the following State of Florida systems: OSST (One Stop Service

Tracking – web application hosted by DEO), EF (Employ Florida - web application hosted by DOR), FLORIDA (Department of Children & Families – mainframe), FWIPRS (Florida Workforce Integrated Performance Reporting System – web application hosted by DEO), SUNTAX (web application hosted by DOR) and CONNECT (Florida’s Reemployment Assistance tracking system). The user domain supports and connects multiple agencies and user groups. -These include but are not limited to: CSCR board staff, service provider staff, and DEO employees. These user groups have individualized needs which include remote e-mail access, web enabled applications, database applications, specialized software installations, terminal server apps, etc.

Citrix provisioning services is being utilized on the public client machines to create a secure, non-writable, network-bootable image that is available upon the restart of the workstation. This is also leveraged to provide maintenance and patches to all the public client workstations.

Office 365 is utilized for Email, SharePoint, and OneDrive along with other Office 365 applications. Daily tasks for supporting this include password resets, procuring and assigning licenses, deploying new SharePoint sites, managing permissions, configuring Advanced Threat Protection (ATP) policies, and end user training.

On the lab environment, the CSCR network has an assessment lab, one or more resource rooms and computer labs in each of its locations. Each of these labs houses multiple computers and printers with individualized software installed and configured internally. Each lab machine is either controlled by group policy or accesses the applications via terminal server.

The Learning Lab in each of the three Career Centers is utilized to assess both adults and youth in determining their skill levels, interests and aptitudes. In specific, the learning lab uses assessment instruments, which measure basic skills aptitude, career interests, workplace skills/attitude, work ethics, behavioral and abilities of prospective job applicants. CSCR also provides several different hosted apps that allow for the measurement of these assessed levels and skills. These include the following: WIN, TABE, Ready to Work and Work Keys assessment tools.

The Workforce Services Labs give clients the ability to search for jobs through many different systems, including Employ Florida (EF), and other online job search engines. The Workforce Services Labs also have self-assessment tools, career research tools, labor market statistics as well as an online reemployment assistance claim link (CONNECT).

The Computer Training labs are used primarily for teaching and group trainings. Many different trainings are held throughout the year for clients and staff. The computer labs are open for state agencies to use for training of their staff on state systems and policies. These labs include all internal software listed above for both internal users and lab machines. The labs are configured based on the needs of the event. Computer labs are equipped with mounted projectors that display the teacher’s machine and aid in classroom style discussions.

C. SUPPORTING REMOTE ACCESS

CSCR provides remote access to approved internal employees and short-term access for partners. This access is provided through a Cisco ASA security device. All internal systems for

security are in place for remote access and are controlled at the user level.

D. SERVER SOFTWARE MAINTENANCE AND CONFIGURATION

In the CSCR network, all the client and lab systems are controlled by server software that requires daily maintenance and configuration. Normal domain procedures performed daily are network access, password resets, printing functionality, file security, and file sharing. Other important procedures include daily data backup to comply with CSCRs' policies for data retention, email archiving (CSCR must abide by the State of Florida Sunshine Law and associated record retention requirements), virus protection, spam protection, malware protection, website monitoring and blocking.

E. CAREERSOURCE EXPRESS & CSCR HOSTED EVENTS

The provider will be responsible for supporting the CareerSource Express – a Ford 15 passenger van that has the capabilities of serving as a standalone remote location and providing the same services that a brick and mortar location offers customers. This van has 10 Dell laptops, printer, mobile hot spot and a Honda generator.

The provider will also be responsible for providing IT support and set up of IT equipment at all events coordinated by CSCR, including those held at CSCR locations and other physical locations in the three counties served.

F. SERVING AS A STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SECURITY OFFICER

The provider will be responsible for serving as the security officer for the State of Florida systems that CSCR utilizes daily. These include EFM, OSMIS, OSST, and SUNTAX. This process includes getting user forms filled out by end users, documenting access to specific users, retaining forms on current users, setting up correct access for internal users, and removing access for ex-employees. These systems are hosted by DEO and the Security officers must undergo annual training and provide annual training to internal staff as needed. The provider will manage the process of ensuring staff complete security training upon hire and each subsequent year. The provider will be responsible to supplement security training used by CSCR to address local security concerns.

G. REPORTING RESPONSIBILITIES

The provider will be responsible for several levels of reporting to CSCR. These include, but are not limited to, internal website tracking and monitoring, email tracking and monitoring, phone system tracking and monitoring, monthly updates on all on-going projects, monthly updates on down-time both internally and statewide, purchasing, server performance logs and events, and monthly helpdesk tickets with trends. In addition, DEO performs a semi-annual review of their systems to determine if users have the appropriate training, sufficient documentation for access and to ensure that the list of users accurately reflects current staff's access levels. The provider will be responsible for completing this review and providing all needed documentation to the designated CSCR staff person or DEO directly.

H. TRAINING RESPONSIBILITIES

As a part of the provider's role as the security officer for DEO systems, the provider's staff must also complete security training upon hire and annually thereafter and provide required documentation to CSCR. Live training must also be provided with any new or existing software

roll-out or State of Florida system upgrade or new application. Vendor will also train new staff on their first day of employment at CSCR regarding workstation and application functions, ensuring access to and understanding of systems used.

I. BACKUP MANAGEMENT

Aside from the daily backups, bi-annually a backup test must be conducted. This test requires a disaster recovery type situation be emulated and all-important data be restored to an acceptable point. These backups are documented and required to include all CSCR data including but not limited to, email, client data and lab data. See PART IV, Section D. Annually provider will review and update IT related policy and procedure and Emergency Preparedness and Continuity of Operations policies for CSCR staff.

J. PERFORMANCE MANAGEMENT

All service pack releases, updates, and server maintenance must be done during non-working hours as stated in PART III. Advanced notice of at least 24 hours will be provided to all employees for any maintenance affecting availability except in the event of an emergency, in which case notice should be as soon as practical.

K. SECURITY MANAGEMENT

The provider will be responsible for managing and maintaining firewall security along with intrusion detection, content filtering, antivirus protection, patch management, and other vulnerability mitigation tasks.

L. ASSET MANAGEMENT

Existing equipment is currently an asset of CSCR. The provider must be able to account for all inventoried equipment and asset numbers if equipment is replaced or sent for repair.

M. HELP DESK SUPPORT

The provider will be responsible for timely help desk support, systems, and software support to all the network users and computer labs at all four locations during business hours.

N. IT VENDOR MAINTENANCE

Provider will need to maintain and coordinate all IT related services with vendors. This includes all hardware vendors, all software vendors, all communication vendors and any other system related to IT support.

O. AFTER HOUR MAINTENANCE

The provider will need to be available for scheduled system after hour's maintenance (to avoid downtime during the business' office hours). The provider must also be available for employee issues when traveling, working from home, or any other remote user access. This time must be included in the contract price. There will not be any extra charge for any afterhours support, weekend support and special events; it should be included in the proposed rate.

P. USER RECORD MAINTENANCE

The provider will maintain accurate and timely records that document employee activation and deactivation dates from the network and the State of Florida systems to which the employee accessed. The compiled information will be used to demonstrate the organization's internal control systems in place when monitored by internal or external entities. Note, the records

should be up-to-date and immediately available upon request.

PART V: PROPOSAL NARRATIVE OUTLINE AND BUDGET INSTRUCTIONS

Proposal Format

Proposals must be submitted in the following order.

- I. Proposal Cover Sheet [use Attachment A] (2 pages)
- II. Proposal Abstract (maximum 2 pages)
- III. Budget Summary [maximum 2 pages not including Attachments B & C] (2 pages)
- IV. Statement of Work (maximum 6 pages)
 - Organizational Experience, Capabilities and Support
 - Services and Program Design
- VI. Staffing (maximum 3 pages not including resumés)
- VII. Mandatory Attachments
 - Attachment A - Cover Sheet
 - Attachment B - Budget Detail
 - Attachment C - Position Detail
 - Attachment D - Representations & Certifications

Proposers must submit two (2) originals (clearly marked as such), five (5) copies, and an electronic version of their proposal. Proposals must have all pages and attachments numbered or lettered as appropriate. All signatures are to be in BLUE ink.

Proposers are to provide the narrative information requested in each section below. Proposals may not be longer than 13 pages in length, not including cover sheet and mandatory attachments, single sided on 8.5 by 11-inch white paper using a minimum of 12-point font. Each section is to begin on a separate page. Required forms and mandatory attachments are not included in the page count.

For ease in translating the successful proposal into a contract statement of work, all proposals are to be written in the INDICATIVE (will, shall) rather than the SUBJUNCTIVE (may, could).

When preparing the proposal, please note that clear and concise answers are better than a flowery, rambling narrative that does not provide a specific response. Get to the point as quickly and completely as possible. Except within the proposal abstract, do not repeat statements or ideas within the text of the proposal. Referring the reviewer to another section of the proposal for other information is preferred rather than repeating the information.

Proposal narrative sections and their associated maximum page length are:

1) PROPOSAL ABSTRACT [maximum 2 pages]

Please provide a brief narrative to include:

- a) Vision of what the proposal will generally accomplish.
- b) List the number of employees and their planned responsibilities.
- c) Highlight how the proposal will better serve CSCR. Describe any innovative approaches planned.

2) BUDGET SUMMARY [maximum 2 pages not including Attachments B & C]

- a) The budget must include all costs being requested. All costs must be allowable, necessary, reasonable, and allocable. The total proposed budget is an annual budget that will be paid monthly.

- b) Enumerate specific budget items. Salaries are to be expressed as hourly figures per individual. For all costs other than salary and fringe rates for staff, provide a detailed methodology of how the amount was determined. If an indirect cost rate is being used, give the basis for this rate and provide documentation of the approved indirect rate. CSCR reserves the right to request further documentary support of any cost.
- c) Quantify any contributions the proposer will be investing in the proposed program as described in the Statement of Work Subsection (c). Include property, staff, services, facilities or third party in-kind (i.e., voluntary services or donations of supplies, equipment, or space) contributions.

3) STATEMENT OF WORK {maximum 6 pages}

- a) Organizational Experience, Capabilities and Support
 - i) Provide information relative to previous experience in operating and administering IT functions. In preparing your response, please reference the two most similar projects previously or currently undertaken by your organization and the extent to which these projects achieved performance objectives.
 - (1) Describe the project
 - (2) Provide a contact name and phone number of the funding organization
 - ii) Additionally, organizations that possess the demonstrated ability to perform successfully under the terms and conditions of a proposed contract will have the best chance of being selected. Please briefly describe whether your organization has:
 - (1) Adequate financial resources or the ability to obtain them to deliver the proposed services or repay any disallowed costs
 - (2) The ability to meet the design specifications at a reasonable cost
 - (3) A satisfactory record of past performance
 - (4) A satisfactory record of integrity, business ethics and fiscal accountability
 - (5) The necessary organizational experience, accounting and operational controls
 - (6) The technical skills to perform the work
 - iii) Provide information relative to your organization's capability to provide value-added IT services. In preparing your response, please identify the key features of your services and its comparative advantages over services offered by competitors designed to achieve the same performance objectives.
 - iv) Provide information relative to your organization's support to ensure success. In preparing your response, please consider the resources that are critical to the success of your proposal. We are most interested in the specific resources that your organization will contribute including the priority this contract has for your organization.
- b) Services and Program Design
 - v) Please describe in table format:
 - (1) The methodology for providing this service in all three counties (4 locations). How is service delivery structured?
 - (2) Assurances related to system downtime and priority in handling system as well as user issues that may occur.
 - (3) Policies and procedures that will be utilized to address timeliness in responding to work tickets, problems, or requests.
 - (4) Any innovative approaches you may take to deliver the services.

4) STAFFING [maximum 3 pages]

- a) Describe your plan for staffing that you propose will be provided by a contract. In preparing your response, please consider the attributes required by the key individuals who will have the most responsibility. Focus on enthusiasm, skills, knowledge and commitment. We are most interested in:
- i) The names and job titles of the key staff that will be assigned to work on the network, key staff job titles and how such staff will be selected.
 - ii) Why these specific individuals or, if not known, job titles are critical to project success.
 - iii) If a team approach to management is planned, how the strengths of these key individuals are complementary and not duplicative.
 - iv) The further assistance and expertise that will be made available by your organization to support these key individuals.
- b) Provide copies of key staff resumes. ()

5) MANDATORY ATTACHMENTS

- a) Attachment A - Cover Sheet
- b) Attachment B - Budget Detail
- c) Attachment C - Position Detail
- d) Attachment D - Representations & Certifications

PART VI: EVALUATION CRITERIA

Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed below:

Organization’s Experience	25 points	25%
Capability	25 points	25%
Service Strategy	20 points	20%
<u>Cost of Services</u>	<u>30 points</u>	<u>30%</u>
Total Possible Points	100 points	100%

Please reference Exhibit A for the evaluation rating sheet.

PART VII: CONDITIONS APPLICABLE TO ALL PROPOSALS

The following conditions are applicable to all proposals:

1. Proposals submitted after the date and time stated on the proposal timeline will **not** be considered. It is the respondent's responsibility to ensure that their proposal meets all submission requirements.
2. CSCR reserves the right to reject any and all proposals, in whole or in part, which it considers not to be in its best interest.
3. Non-conforming proposals are subject to return without review; however, CSCR reserves the right to waive informalities and minor irregularities in proposals received.
4. Proposers are subject to applicable equal employment opportunity and affirmative action requirements. CSCR reserves the right to request copies of your latest Affirmative Action and Equal Employment Opportunity reports.
5. If a proposer wishes to submit a proposal in collaboration with other partners to provide components of the activity areas, only one proposal shall be submitted. An example to demonstrate the collaboration may be in the form of an interagency agreement.
6. No proposal will be considered if:
 - a. The entity has been disbarred by an action of any governmental agency; or
 - b. The entity's previous contracts with CSCR have been canceled for cause; or
 - c. The entity has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services; or
 - d. The entity has any record of public entity crimes; or
 - e. For any cause the proposer is determined irresponsible.
7. CSCR may reject any and all proposals. No guarantees, expressed or implied, are made by CSCR or its agents as to the availability of funds. CSCR assumes no liability for any expenses incurred in connection with the preparation of responses to this RFP.
8. By submission of this proposal, the proposer certifies that in connection with this proposal:
 - a. The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other proposer, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
 - b. No attempt has been made or will be made by the proposer to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.
9. Each person signing the proposal certifies that:
 - a. He/she is the person in the proposers organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal and that he/she has not participated in any action contrary to (1) and (2) above; or
 - b. He/she is not the person in the proposers organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal; however, that he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision, and certifies that such persons have not

participated, and will not participate, in any action contrary to (1) and (2) above.

10. Affirmative action in program planning, customer recruitment and placement, and staffing administration at all levels of CSCR activities shall be required to alleviate the effects of past discrimination including, but not limited to occupational segregation resulting in earnings differential between the sexes. Minority or female owned businesses and community-based organizations are encouraged to apply when economically feasible. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration because of race, gender, color, religion, marital status, sexual orientation, national origin, age, disability, or political affiliation or belief.

VIII: SELECTION OF SERVICE PROVIDERS

Proposal Review and Award Process

Proposals will be initially reviewed and rated by members of the CSCR review team using a point system based on the attached Proposal Rating sheet. The CSCR Board of Director's Executive Committee will make a recommendation to the CSCR Board of Directors for funding based on the proposal rating and other information such as labor market data and the proposer's past performance record. The CSCR Board of Directors (Board) shall make the final decision regarding the negotiation of any contract related to this RFP.

Proposals that are approved by the Board will be eligible for contract negotiation subject to the availability of funds. The approval of the Board provides approval for only the provider's concept and the total funding amount that may be contracted. It does not provide approval for any unit cost(s) or for any specific terms and conditions. Representatives of the proposer and CSCR staff will negotiate these details after a full review and discussion of the proposed services and costs.

CSCR has the responsibility of ensuring that contracted costs are both necessary and reasonable. Some provisions may be made in the contract agreement for movement of funding among line items within cost categories.

All proposals are subject to negotiation by CSCR.

Limitations

This RFP does not commit CSCR to award a contract, to pay any costs incurred in the presentation of a proposal to this request, or to procure or contract for services or supplies. CSCR reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources for additional services, slots, or budget line items or to cancel in part, or in its entirety, this RFP if it is in the best interest of CSCR. CSCR may require the successful proposer selected to participate in negotiations to submit price/cost, technical, or other revisions of its proposal in writing that may result from negotiations.

EXHIBIT A - IT SERVICES PROPOSAL RATING SHEET

Proposer: _____

EVALUATION CRITERIA	POINTS	COMMENTS
Proposal Responsiveness		
a) Were two signed originals and eight copies of proposal submitted by 2/2/21 at 2:00pm?	__yes __no	
b) Were required attachments provided?	__yes __no	
c) Were proposal format instructions followed?	__yes __no	
<i>If the response to any question above is “no”, proposal is deemed non-responsive, and no further review will occur.</i>		
<p>1. Organization's Experience (25 points max)</p> <p>a) Satisfactory record of past performance in delivering similar IT services including multiple locations with varying needs</p> <p>b) Technical skills to perform the work</p> <p>c) Knowledge of state systems (EF, OSST, FWIPRS, SUNTAX, Connect etc.)</p> <p>d) Knowledge and experience with Cisco unified communications</p> <p>e) Knowledge and experience with networking</p> <p>f) Knowledge and experience with Cisco networking equipment and configuration including the Cisco Adaptive Security Appliance</p> <p>g) Knowledge and experience with Windows servers and administration</p> <p>h) Knowledge and experience with database servers</p> <p>i) Knowledge and experience with desktop administration</p> <p>j) Knowledge and experience with lab computer administration</p>		

<p>k) Knowledge and experience with information security</p> <p>l) Knowledge and experience with disaster recovery needs</p>		
<p>2. Capability (25 points max)</p> <p>a) Adequate financial resources</p> <p>b) Statement of work demonstrates a thorough understanding of the services to be delivered</p>		
<p>3. Service Strategy (20 points max)</p> <p>a) Service delivery approach appears effective and efficient</p> <p>b) Service design describes how CSCR is better served technologically</p> <p>c) Assurances related to system downtime are clearly outlined and adequately address organizational needs</p> <p>d) Service delivery approach, inclusive of policies and procedures, adequately address timeliness in handling system and user issues</p>		
<p>4. Cost of Services (30 points max)</p> <p>a) Cost of services is reasonable.</p>		



**CAREEROURCE CAPITAL REGION
IT SERVICES
PROPOSAL RATING SUMMARY**

Proposer: _____

EVALUATION CRITERIA	POINTS AVAILABLE	POINTS AWARDED
A. Organization’s Experience	25	
B. Capability	25	
C. Service Strategy	20	
D. Cost of Services	30	
E. TOTAL POINTS	100	
Recommendation & Comments		

Signature of Reviewer: _____ **Date:** _____

Attachment A – Proposal Cover Sheet

1. Legal Name of Respondent: _____
2. Former Name(s) Under Which Respondent Has Operated: _____
3. Authorized Contact Person: _____
4. Address: _____
5. Telephone Number: (____) _____ 6. Website Address: _____
7. Date of Business Inception: _____ 8. Number of Years in Business: _____
9. # of Years Delivering the Solicited Workforce Services: _____ 10. # of Full-time Employees: _____
11. Type of Business: For-Profit Non-Profit Public
12. Legal Structure: Sole Proprietorship Partnership Corporation
13. Authorized to conduct business in Florida? Yes or No
14. Check to indicate if your organization is a:
 Community-based Organization (CBO) Minority-owned Female-owned N/A

15. The proposer certifies that:

a) It has no outstanding liens, claims, debts, judgments, or litigation pending against it which would materially affect its programmatic or financial abilities to implement and carry out its proposed program.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) It has complied with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c) It is current in its payment of applicable federal, state, and local taxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program.	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) It will comply with the general terms and conditions attached to this RFP, and its promulgated rules and regulations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) It is authorized to submit this proposal in accordance with the policies of its governing body.	<input type="checkbox"/> Yes <input type="checkbox"/> No

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 60 days from this proposal's date.

Organization

Name of Certifying Official

Signature

Date

Attachment B – Budget Summary

Budget Line Items	Direct Costs	Non-Direct Costs	Total Annual Budget
1. Salaries			
2. Fringe Benefits			
a) FICA, SS			
b) FICA, Med			
c) Health Insurance			
d) Dental Insurance			
Life Ins/Std/ Ltd			
a. 401K			
b. 401K Admin			
c. Unemployment State			
d. Unemployment Federal			
e. Workers Compensation			
3. Office Supplies			
4. Staff Travel, in region			
5. Staff Travel, out of region			
6. Staff training			
7. Advertisement/Recruitment			
8. Overhead, Allocated, Indirect Costs & Profit			
9. Other			
Grand Total			
Percentage of Grand Total			100%



Attachment C – Position Detail

Position / Job Title	# Staff	Annual Salary	% Charged to this Proposal	Amount Charged to Direct Costs	Amount Charged to Indirect	Total
Total						

Attachment D - Representations and Certifications

THESE REPRESENTATIONS AND CERTIFICATIONS MUST BE SIGNED AND SWORN TO BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDENT IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Where the respondent is not able to certify to any of the following representations and certifications, the respondent shall submit with its proposal a written explanation of why it cannot do so.

Representations and certifications provided by vendors are submitted to CareerSource Capital Region (CSCR) in response to a specific solicitation. In submitting a proposal, each respondent understands, represents and acknowledges the following:

Company Name:

DUNS:

Certification Validity Date: _____

By submitting this certification, I _____, am attesting

(Authorized Representative Name)

to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent in any of the representations or certifications to CSCR.

(Respondent/Company Name)

By submission of this proposal I certify that following statements are true and correct:

- I. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- II. Subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- III. Respondent currently has no delinquent obligations to the State of Florida or U.S. Government including a claim by the State of Florida or U.S. Government or for liquidated damages under any other contract.
- IV. The submission is made in good faith and not pursuant to any agreement or discussion with,

or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- V. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, nor they will not be disclosed before the solicitation opening.
- VI. The respondent has fully informed CSCR in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- VII. The Respondent understands that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- VIII. The Respondent understands that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- IX. The Respondent understands that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- X. The Respondent understands that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity.

- XI. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.
- XII. Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- XIII. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- XIV. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attached is a copy of the final order.
- XV. The Respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.
- XVI. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with CSCR.
- XVII. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- XVIII. The Respondent shall indemnify, defend, and hold harmless CSCR and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- XIX. All information provided by, and representations made by, the respondent are material and important and will be relied upon by CSCR in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from CSCR of the true facts relating to submission of the bid.
- XX. Certification of Drug-Free Workplace. As required by the Drug-Free Workplace Act of 1988, the respondent represents as part of its offer that it will or will continue to provide a drug-free workplace by complying fully with the following requirements:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
- D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Complete appropriate boxes:

XXI. CONFLICT OF INTEREST CERTIFICATION. Except for the possible exceptions noted below, respondent certifies that it and its principals, owners, and employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provisions of goods and/or services to CSCR.

XXII. DISCLOSURE OF POSSIBLE CONFLICT OF INTEREST.

The principals* and owners** of the firm:

[] Have, [] Do Not Have

A relative who is a Member of the Board of Directors of CSCR. If applicable the relative’s name is

_____.

The relationship of the relative to the principle and/or owner of the firm is

_____.

[] There Is, [] There Is Not

A principal or owner who is a Member of the Board of Directors of CSCR. If applicable, the principal’s or owner’s name is:

_____.

[] There is, [] There Is Not

A principal or owner who is an employee of CSCR. If applicable, the principal's or owner's name is

_____.

* "Principal" means an owner or high-level management employee with decision-making authority.

**"Owner" means a person having any ownership interest in the firm.

XXIII. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The Respondent, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after October 14, 2020.
 - i. No 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 on his or her behalf in connection with the awarding of a contract;
 - ii. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - iii. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - iv. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

XXIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

As required by Executive Order 12549, Debarment and Suspension and implemented at 29 CFR Part 98 for prospective participants in primary covered transactions –

- A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- B. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
- C. have not within a three-year period preceding this proposal been convicted of 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;
- D. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- E. have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I UNDERSTAND THAT THE SUBMISSION OF THESE REPRESENTATIONS AND CERTIFICATIONS TO THE CONTRACTING OFFICER FOR CSCR IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THESE REPRESENTATIONS AND CERTIFICATIONS ARE VALID. I ALSO UNDERSTAND THAT I AM REQUIRED TO TIMELY INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THESE REPRESENTATIONS AND CERTIFICATIONS.

FOR:

Respondent/Company Name

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

_____ who, after first sworn by me, affixed his/her signature in the space provided above on this ___ day of _____, _____

Notary Public My commission expires:

Attachment E – General Terms and Conditions

- I. Termination of Contract, Modification and ewpo of Contract
- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
 - B. For Convenience Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
 - C. For Cause The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by CareerSource Capital Region, (CSCR) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.
 - a. Reasons for termination with cause include, but are not limited to, the following:
 - i. If, through any cause not attributable to CSCR, the proposer fails to fulfill in a timely and proper manner its obligations under this Contract.
 - ii. If the proposer violates any of the covenants, agreements or stipulations of this Contract.
 - iii. If CSCR determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.
 - D. Notice of Termination Termination of work hereunder shall be affected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.
 - E. Certified and other mail related to contractual obligations will be sent to the following parties:

CareerSource Capital Region
Jim McShane, CEO
2639 North Monroe St. Bldg. C -100
Tallahassee, Florida 32303

For the second party (proposer):
 - a. Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements.
 - b. Assign to CSCR in the manner, at the time and to the extent directed by CSCR, all of the rights, titles and interests of the Sub-Recipient/Contractor

under the orders and subcontracts so terminated. CSCR shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.

- c. Any litigation shall be heard under the laws of Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

II. Availability of Funds

It is expressly understood and agreed that the obligation of CSCR to proceed under this Contract is conditioned upon the appropriation of funds by the State of Florida and receipt of Federal and/or State funds. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal Government to provide funds or the State of Florida to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CSCR for the payments or performance due under this Contract, CSCR shall not be obligated to pay the amounts due under this Contract; and all further obligations of CSCR under this Contract will cease immediately, without penalty, cost or expense to CSCR of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, CSCR shall notify the proposer and this Contract shall be null and void.

- III. FAIN #s for funding streams associated with this contract may include but is not limited to the following: AA347622055A12, AA332231955A12, G2001FLTANF, ES353372055A12 DV342642055512, DW346572060A12, AA322101855A12, AA322101855A12, 205FL412Q7503.

IV. Authority to Enter This Contract

The proposer assures that it possesses legal authority to enter into the Contract; and the authority to file project plans, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient/Contractor to act in connection with the Contract and to provide such additional information as may be required.

V. Debarment, Suspension and Other Responsibility Matters

- A. The proposer assures that it and its principals; 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local Department or agency; 2) have not, within a three year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public 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; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any of the acts outlined herein; 4) have not, within a three year period preceding this Contract, had one or more public transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor or

discriminatory list described in section 287.134, Florida Statutes and, 6) is properly licensed by the State of Florida to perform the services outlined in this contract. The proposer hereby certifies that all items identified in the preceding paragraph are true.

VI. Assignment of Contract

This Contract and the provisions stated herein shall not be assigned by the proposer the expressed written consent of CSCR. The proposer shall not be relieved of its obligations without specific written release.

While it is understood that the proposer may enter into agreements or subcontracts with eligible entities for the provision of the services required with the approval of CSCR, any and all such agreements or subcontracts shall include all of the terms and conditions of the RFP under which this Contract was awarded. The proposer shall be fully responsible for the performance of its Contract.

Copies of all subcontracts, agreements and modifications thereto shall be forwarded to CSCR.

VII. Continuing Right of Enforcement

The failure of CSCR to strictly enforce any of the provisions of this Contract, or to require strict performance by the proposer of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained therein nor shall it in any way affect the validity of this Contract or any part hereof, or waive the right of CSCR to thereafter enforce each and every provision therein.

VIII. Rights of CSCR

CSCR, or any Federal, State or local agency to which CSCR has responsibility and accountability for funds provided under this Contract shall have the right to visit any site, interview any beneficiary, and observe any action covered by the Contract.

IX. Obligations of CSCR

- A. CSCR, through duly authorized representatives, shall have the obligation to:
- B. Make available for review by the proposer each act, regulation, rule, law and plan that is specifically named and incorporated into this Contract.
- C. Notify the proposer of any changes in such act, regulation, rule, law and plan that is specifically named and incorporated in this Contract which may affect the proposers performance under the terms and conditions to this Contract.

X. Catalogue of Federal Domestic Assistance (CFDA) numbers

Below are the CFDA numbers for funding received by CSCR: 10.561, 17.207, 17.225, 17.258, 17.259, 17.277, 17.278, 17.801, 17.804, 93.558.

XI. Submission of Invoices

Failure to submit invoices within thirty (30) days of the activity shall relieve CSCR of financial liability.

XII. Other Invoices/ Payments

Documentation to support payments made by CSCR shall be submitted along with request for payment in a timely manner. Such documentation shall be recorded in accordance with the

applicable Policy and Procedure.

XIII. Liability for Damages

Indemnification and hold harmless clause. Each party will indemnify or hold harmless the other party with respect to damages in connection with bodily injury, illness or any other damage or loss, notwithstanding any term or condition of this Contract to the contrary, either party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Contract by the other party.

XIV. Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

XV. Hold Harmless

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the proposer. This includes court costs and attorney's fees incurred by CSCR. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.

SPECIAL TERMS AND CONDITIONS

I. Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and Benefits

The proposer agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

II. Civil Rights Certification

The proposer gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The proposer assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.

- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

III. Equal Employment Opportunity

The Sub-Recipient/Contractor will not discriminate against any employee including participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not be limited to the following: upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

IV. Transparency Act Requirements

The Sub-Recipient/Contractor must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

V. Theft or Embezzlement

The Sub-Recipient/Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

VI. Health and Safety

The proposer for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees

covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

VII. Further Assurance

The proposer assures that it, and its contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

VIII. **Compliance with Acts relating to Work And Safety**

The Sub-Recipient/Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

IX. Safeguarding Data Including Personally Identifiable Information (PII)

The proposer must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CSCR or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGE NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The proposer agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information: To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The proposer must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The proposer must maintain such PII in accordance with the ETA standards for information security described in this TEGE and any updates to such standards provided to the proposer by ETA. The proposer who wish to obtain more information on data security should contact their Federal Project Officer.
- B. The proposer shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.
- C. The proposer further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized

persons at all times and the data will be processed using proposer issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-proposer managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.

- D. Proposer's employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- F. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.

XIV. Byrd Anti-Lobbying Amendment (31 U.S.C.1352)

Contractors who apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient.

This bid solicitation is 100% supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$6,661,652.