

CareerSource Florida, Inc.

**Request for Proposals
for
Foundational Skills and Digital Literacy**

**PLEASE DIRECT INQUIRIES TO:
Quartil Robinson,
Contracts and Office Services Director
contracts@careersourceflorida.com**

TIMETABLE

Date	Time	Event
Monday, December 9, 2024	4:30 pm	Release of RFP
Wednesday, December 11, 2024	3:00 pm	Questions due to CSF (via email – contracts@careersourceflorida.com)
Friday, December 13, 2024	5:00 pm	CSF responds to questions (anticipated)
Friday, December 20, 2024	3:00 pm	Proposals due to CSF
Friday, December 27, 2024	5:00 pm	CSF selects Vendor (anticipated)
Friday, January 3, 2025	5:00 pm	Anticipated Contract start date

- A. **Request for Proposals Release Date:** Monday, December 9, 2024
- B. **Deadline for Submitting Proposals:** Friday, December 20, 2024
- C. **Method for Submitting Proposals:** Complete the [submission form](#) and attach accompanying documents.
- D. **Right to Reject:** CareerSource Florida reserves the right to reject all proposals received in response to this RFP in the event funding becomes unavailable or other unforeseeable circumstances occur. A contract for the accepted proposal will be based upon the factors described in this RFP and may include any or all parts of the proposal.
- E. **Contract Period:** The contract period will not extend beyond June 30, 2025.
- F. **Contract and Payment Schedule:** Upon receipt of competitive quotes, CareerSource Florida will select a vendor, develop a contract proposal, and set contract terms, including a payment schedule. Any services and deliverables executed under this contract will be paid on a reimbursement basis only. This is not an RFP for a retainer contract. All billing must reflect actual work completed. CareerSource Florida requires that all services be listed within bidder proposals showing hourly rates for each individual service.
- G. **Notification of Award:** A decision selecting the successful bidder is scheduled to be made within two (2) weeks of the closing date for the receipt of proposals. Interviews with prospective vendors will take place during this two-week period if needed. Upon conclusion of final negotiations with the successful bidder(s), all

offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the decision.

Please do not contact CareerSource Florida to check on the status of proposals.

SUBMISSION OF RESPONSES: Submissions from vendors in response to this RFP must be received by CareerSource Florida by 3 p.m. EDT, Friday, December 20, 2024.

PURPOSE

CareerSource Florida (CSF) is seeking proposals from qualified vendors to conduct a statewide assessment of the existing landscape and current opportunities for improving the delivery of foundational employability skills and digital literacy training — with an immediate goal of receiving recommendations and findings to inform the efforts of FloridaCommerce and other partners aimed at addressing gaps in the areas of foundational employability skills and digital literacy resources. These efforts are consistent with the network’s focus on system-wide improvements as part of the “Advancing Florida’s Workforce System” initiative.

BACKGROUND

This research, conducted over a 2-month period, will generate a series of periodic reports and culminate in a final report of findings and recommendations delivered to CareerSource Florida. The scope and objectives of these reports are described below.

- Preliminary Report 1 will focus on digital literacy skills (due February 3, 2025)
 - Assessment of key digital literacy skills needed by employers and possessed by workers across key employment sectors in Florida and across a representative selection of other states.
 - Identification of populations experiences digital literacy gaps to be based on Florida-specific data and information including, but not limited to, the following:
 - Geographical data in both rural areas (including rural areas of opportunity) and urban areas
 - Housing status
 - Disability status
 - Elderly status
 - Veteran status
 - Primary language spoken
 - Poverty rates
 - Labor force participation rates to include unemployment rates
 - Wage data
 - Data specific to public benefits
 - Florida Community health information to include social and behavioral health data
 - Educational attainment data
 - Industries and occupations relevant to degree and non-degree credentials on Florida’s Master Credentials List.

- Assessment of approaches to engagement and outreach (to both participants and businesses) — with particular emphasis on training services available under the Workforce Innovation and Opportunity Act (WIOA).
- Preliminary Report 2 will focus on foundational employability skills (due February 24, 2025)
 - Current state assessment
 - Evaluation of curriculum content, duration, and delivery methods currently in use across the CSF network (Florida Ready to Work, Metrix Learning, etc.).
 - Evaluation of scope and efficacy, with a focus on enrollment and completion data, employment outcomes, and penetration rate by each local workforce development board (LWDB) relative to GED completers reported in the Florida Education and Training Placement Information Program (FETPIP), WIOA-eligible share of population, etc.
 - Identification of populations experiences gaps in skills impacting employability to be based on Florida-specific data and information including, but not limited to, the following:
 - Geographical data in both rural areas (including rural areas of opportunity) and urban areas
 - Housing status
 - Disability status
 - Elderly status
 - Veteran status
 - Primary language spoken
 - Poverty rates
 - Labor force participation rates to include unemployment rates
 - Wage data
 - Data specific to public benefits
 - Florida Community health information to include social and behavioral health data
 - Educational attainment data
 - Industries and occupations relevant to degree and non-degree credentials on Florida’s Master Credentials List.
 - Approaches employed in a representative selection of other states
 - Evaluation of curriculum content, duration, and delivery methods within both educational and workforce development contexts.
 - Evaluation of scope and efficacy, with a focus on enrollment data, employment outcomes, enrollment/completion percentages relative to WIOA-eligible share of population, etc.
 - Assessment of approaches to engagement and outreach (to both participants and businesses)
 - Reach and impact of current approaches across CSF network and corresponding educational partners.

- Reach and impact of current approaches in states whose performance data suggests them as noteworthy models.
- Final Report of Findings and Recommendations (due March 13, 2025)
 - Summary of key findings and recommendations on (1) where these gaps exist across the state (to include relevant summary data tables); (2) the key digital literacy skills required to support the needs of Florida’s workforce development system and economy; (3) the occupations and industry sectors most closely associated with these skills; (4) the existing credentials and programs most relevant to these skills and occupations; and (5) the gaps in currently available offerings for which additional offerings are recommended.
 - Summary of key findings and recommendations for delivery of foundational employability skills across Florida’s workforce development system in a manner that maximizes the use of WIOA resources and achieves alignment with resources and approaches offered by partners external to the LWDB network to include a geographic heat map of where the needs are the greatest and the resources are the scarcest.

VENDOR RESPONSIBILITIES

To develop the Foundational Skills and Digital Literacy reports, which include the Digital Literacy Skills report, Foundational Employability report, and the Findings and Recommendations report, the awarded vendor will be responsible for the following tasks and activities:

1. Introduction and Project Management Plan.
 - a. Facilitate a kick-off meeting.
 - b. Develop a Project Management Plan (PMP).
 - c. Develop a detailed project schedule in Microsoft Project.
2. Develop Preliminary Report 1: Digital Literacy Skills.
3. Develop Preliminary Report 2: Foundational Employability Skills.
4. Develop Final Report: Findings and Recommendations.
5. Produce Weekly Status Meetings and Status Reports.
6. Complete Project Closure tasks.

Expectations, Deliverables, Tasks, Performance Measures and Financial Consequences

The vendor is expected to support meetings in the following fashion:

Meeting Type	Expectation
Project Kick-off	In-person / On-site
Planning Sessions	In-person / On-site or Virtual
Weekly Status Meetings	In-person / On-site or Virtual

* CareerSource Florida will have office/workspace and network connectivity available for the Vendor to use, as necessary.

In addition, Vendor agrees to perform the following:

Deliverable No. 1 – Introduction and Project Management Plan		
Description/Tasks	Performance Measures	Financial Consequences
<ul style="list-style-type: none"> • Facilitate kick-off meeting. • Develop Project Management Plan (PMP). <ul style="list-style-type: none"> ○ Project Plan Summary; ○ Project Scope Management Plan; ○ Resource Management Plan; ○ Risk Management Plan; ○ Communication Plan; ○ Project Change Management Plan; ○ Quality Management Plan. • Develop a detailed project schedule in Microsoft Project. 	<p>Conduct kickoff meeting(s) and provide completed PMP, as specified, within 5 business days of contract execution.</p> <p>Evidence of sign-in sheet(s), PMP plans and any other required documentation must be submitted to and approved by CSF.</p>	<p>Failure to conduct kickoff meeting(s) and submit PMP within 5 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
		Deliverable 1 - \$Cost
Deliverable No. 2 – Preliminary Report 1: Digital Literacy Skills		
Description/Tasks	Description/Tasks	Description/Tasks
<ul style="list-style-type: none"> • Preliminary Report 1 will focus on digital literacy skills • Assessment of key digital literacy skills needed by employers and possessed by workers across key employment sectors in Florida and across a representative selection of other states. • Identification of populations experiences digital literacy gaps to be based on Florida-specific data and information including, but not limited to, the following: <ul style="list-style-type: none"> ▪ Geographical data in both rural areas (including rural areas of opportunity) and urban areas ▪ Housing status 	<p>Develop the Preliminary Report 1: Digital Literacy Skills on or before February 3, 2025.</p> <p>Preliminary Report 1: Digital Literacy Skills must be coordinated with and approved by CSF.</p>	<p>Failure to provide the Preliminary Report 1: Digital Literacy Skills on or before February 3, 2025, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date (not including holidays). Such reduction shall be made from the deliverable payment.</p>

<ul style="list-style-type: none"> ▪ Disability status ▪ Elderly status ▪ Veteran status ▪ Primary language spoken ▪ Poverty rates ▪ Labor force participation rates to include unemployment rates ▪ Wage data ▪ Data specific to public benefits ▪ Florida Community health information to include social and behavioral health data ▪ Educational attainment data <ul style="list-style-type: none"> • Industries and occupations relevant to degree and non-degree credentials on Florida’s Master Credentials List. Assessment of approaches to engagement and outreach (to both participants and businesses) — with particular emphasis on training services available under WIOA. 		
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Deliverable 2 - \$Cost

Deliverable No. 3 – Preliminary Report 2: Foundational Employability Skills

Description/Tasks	Description/Tasks	Description/Tasks
<ul style="list-style-type: none"> • Preliminary Report 2 will focus on foundational employability skills <ul style="list-style-type: none"> ○ Current state assessment <ul style="list-style-type: none"> ▪ Evaluation of curriculum content, duration, and delivery methods currently in use across the CSF network (Florida Ready to Work, Metrix Learning, etc.). ▪ Evaluation of scope and efficacy, with a focus on enrollment and completion data, employment outcomes, and penetration rate by each local workforce 	<p>Develop the Preliminary Report 2: Foundational Employability Skills on or before February 24, 2025.</p> <p>Preliminary Report 2: Foundational Employability Skills must be coordinated with and approved by CSF.</p>	<p>Failure to provide the Preliminary Report 2: Foundational Employability Skills on or before February 24, 2025, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date (not including holidays). Such reduction shall be made from the deliverable payment.</p>

<p>development board (LWDB) relative to GED completers reported in FETPIP, WIOA-eligible share of population, etc.</p> <ul style="list-style-type: none"> ▪ Identification of populations experiences gaps in skills impacting employability to be based on Florida-specific data and information including, but not limited to, the following: <ul style="list-style-type: none"> • Geographical data in both rural areas (including rural areas of opportunity) and urban areas • Housing status • Disability status • Elderly status • Veteran status • Primary language spoken • Poverty rates • Labor force participation rates to include unemployment rates • Wage data • Data specific to public benefits • Florida Community health information to include social and behavioral health data • Educational attainment data • Industries and occupations relevant to 		
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<p>degree and non-degree credentials on Florida's Master Credentials List.</p> <ul style="list-style-type: none"> ○ Approaches employed in a representative selection of other states <ul style="list-style-type: none"> ▪ Evaluation of curriculum content, duration, and delivery methods within both educational and workforce development contexts. ▪ Evaluation of scope and efficacy, with a focus on enrollment data, employment outcomes, enrollment/completion percentages relative to WIOA-eligible share of population, etc. ○ Assessment of approaches to engagement and outreach (to both participants and businesses) <ul style="list-style-type: none"> ▪ Reach and impact of current approaches across CSF network and corresponding educational partners. ▪ Reach and impact of current approaches in states whose performance data suggests them as noteworthy models. 		
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Deliverable 3 - \$Cost

Deliverable No. 4 – Final Report: Findings and Recommendations

Description/Tasks	Performance Measures	Financial Consequences
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<ul style="list-style-type: none"> • Final Report of Findings and Recommendations (due February 24) <ul style="list-style-type: none"> ○ Summary of key findings and recommendations on (1) where these gaps exist across the state (to include relevant summary data tables); (2) the key digital literacy skills required to support the needs of Florida’s workforce development system and economy; (3) the occupations and industry sectors most closely associated with these skills; (4) the existing credentials and programs most relevant to these skills and occupations; and (5) the gaps in currently available offerings for which additional offerings are recommended. ○ Summary of key findings and recommendations for delivery of foundational employability skills across Florida’s workforce development system in a manner that maximizes the use of WIOA resources and achieves alignment with resources and approaches offered by partners external to the LWDB network to include a geographic heat map of where the needs are the greatest and the resources are the scarcest. 	<p>Develop the Final Report: Findings and Recommendations on or before March 13, 2025.</p> <p>Final Report: Findings and Recommendations must be coordinated with and approved by CSF.</p>	<p>Failure to provide the Final Report: Findings and Recommendations on or before March 13, 2025, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date (not including holidays). Such reduction shall be made from the deliverable payment.</p>
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Deliverable 4 - \$ Cost

Deliverable No. 5 – Weekly Status Meetings and Status Reports

Description/Tasks	Description/Tasks	Description/Tasks
<ul style="list-style-type: none"> • Facilitate weekly status meetings with CSF Program Director and document with a status report. 	<p>For each month, submit weekly status reports within 5 business days from the last calendar day of each month.</p> <p>Weekly Status Reports and any other required</p>	<p>Failure to submit weekly status reports within 5 business days from the last calendar day of each month will result in a deduction of 5% of the deliverable cost for</p>

	documentation must be submitted to and approved by CSF.	each business week beyond the due date (not including holidays). Such reduction shall be made from the deliverable payment.
Deliverable 5 - \$ Cost		
Deliverable No. 6 – Project Closure		
Description/Tasks	Performance Measures	Financial Consequences
<p>Submit a Project Closure Report which includes details of the activities needed to close out all Project activities, tasks, and reports.</p> <p>Supporting reports to the Project Closure Report that shall be provided by the contractor include:</p> <ul style="list-style-type: none"> • Lessons Learned Project Report; • Project Release Document (Signed); • Change Log (Closed Out); Contract(s) Closure. 	<p>Submittal of the Project Closure Report, as specified, within 5 business days of final acceptance of the last deliverable for Deliverable 5.</p> <p>The Project Closure Report must be evidenced by documentation required below, and any other required documentation, and must be submitted to and approved by CSF:</p> <ul style="list-style-type: none"> • Lessons Learned Project Report; • Project Release Document (Signed); • Change Log (Closed Out); Contract(s) Closure. 	<p>Failure to submit the Project Closure Report supported with required documentation within 5 business days of final acceptance of the last deliverable for Deliverable 5, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date (not including holidays). Such reduction shall be made from the deliverable payment.</p>
Deliverable 6 - \$ Cost		

Vendor Professional Qualifications

Vendor shall, at a minimum, provide competent and adequately trained personnel with the knowledge, expertise and experience per the qualifications as indicated below:

Role	Skill Set
Project Manager	Project Management Professional (PMP)
Business Analyst	Solicit requirements, coordinate meetings, document meeting minutes, supports Project Manager

Other Roles as Identified by the Vendor to support the engagement.	
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PROPOSAL FORMAT

For a proposal to receive funding consideration, the application included in this packet must be answered completely. Proposers should take care in following the format of the application. Use narrative and/or include attachments where requested. Adherence to this format is essential since evaluation criteria is based on the structure of the RFP. Failure to follow the requested format could result in the disqualification of your proposal. Proposals should be prepared as simply as possible and provide a concise description of the bidder’s capabilities to produce deliverables. The proposal should be no longer than twenty (20) pages total and include the following:

1. Cover page
2. Executive summary
3. Past performance and experience
4. Description of deliverables
5. Staffing with related experience
6. Timeline
7. Total cost

Proposals should include a statement that all Intellectual property rights will be owned by CareerSource Florida and that other work may be added to the contract upon a mutually signed agreement. Proposals should also include a commitment to open communication with CareerSource Florida and Florida Department of Commerce about delivery dates, launch dates, and any contingency plans should delivery dates need to be adjusted.

All proposals to this RFP should also include itemized pricing (the hourly rates for each) for the above work as well as bundled pricing options that could provide any cost savings. Responses should be organized by main topic area listed above. If the proposal does not include the above noted statements and pricing structure breakdown, the proposal may be disqualified from the bidding process.

PROPOSAL REVIEW PROCESS

The application is a preliminary mechanism used to determine the suitability of a service provider for funding. The review process involves:

- A. Preliminary Screening –
 - a. To be considered for funding, you must complete the entire application. Based on your response, an evaluation team will determine whether further consideration of the application is warranted.

- B. Follow-up/Fact-finding Documentation –
 - a. Upon analysis of your completed application and budget, you may be asked to submit additional information or details to the evaluation team.
 - b. You may be asked to provide a presentation or demonstration of your organization's abilities to successfully fulfill the proposal requirements.
- C. Evaluation Process –
 - a. Proposals will be scored using a predetermined scoring matrix by a formal evaluation committee. Vendors with the top proposals may be asked to participate in an interview or asked to provide further information/clarification.

PROPOSAL CONTENT AND EVALUATION

Based on information submitted, your suitability to deliver service will be rated in the following manner:

- A. Past performance and experience: 15 points maximum
- B. Description of deliverables: 15 points maximum
- C. Staffing: 25 points maximum
- D. Timeline: 20 points maximum
- E. Total Cost: 25 points maximum

VENDOR'S RESPONSIBILITIES

Staffing

The Contractor(s) shall also ensure all staff is qualified to deliver services under the terms and conditions of this RFP. Qualifications must include not only appropriate educational background based upon job duties, but experience in similar or like employment. Staff qualifications must be in writing for all team members for each year this contract remains in effect. Submission of this information is required prior to CSF executing any contracts for the services described.

Proposed use of subcontractors must be included in the Respondent's reply. The Contractor(s) is responsible for ensuring subcontractor(s) performing any of the work tasks described herein comply with the requirements.

The Contractor(s) shall notify the Director of Contracts as soon as possible, but no later than ten (10) calendar days of any changes in the staff assigned to this engagement. Such notification shall be in writing and shall include information related to replacement staff assigned to this engagement. Failure to comply with the requirements of this section will activate the contract termination provisions.

Subcontractor(s)

The Contractor(s) will provide the scoped services and shall be responsible for all work performed and all contract deliverables. The Contractor(s) shall not enter any

subcontracts for the delivery of any services described in this contract without the prior written approval of CSF. Proposed use of subcontractors must be included in the Respondent's reply. Requests for use of subcontractors received after the RFP process are subject to review and approval by CSF based on the terms described here.

It is the intent of CSF to maintain the quality standards applicable for all engagement team members. The Contractor(s), as the prime service provider, retains sole responsibility for the qualifications of all team members.

Records and Retention

In all cases, the Contractor(s) shall maintain accurate and current records related to the operations of CSF as agreed upon in the terms of this engagement.

The Contractor(s) shall maintain all documentation, for a minimum of five (5) years, in accordance with federal and state guidelines. CSF reserves the right to request at any time that supporting documentation be submitted (in electronic or hard copy format) or made available for examination by authorized representatives. All records, documentation and work product of the Contractor(s) shall be the property of CSF upon termination of the contract.

Confidentiality and Safeguarding Information

CSF and all selected Contractor(s) may have access to confidential information during the course of performing the services described in this RFP. The Contractor(s) must implement procedures to ensure protection and confidentiality of all data, files and records involved with this contract. The Contractor(s) and all team members must sign and return to CSF a confidentiality statement, which will be provided by CSF upon awarding the services described in this RFP.

Compliance with Laws

The selected Contractor(s) shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor(s) shall comply with the Immigration and Nationality Act, the Americans with Disabilities Act, the Clean Air Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

Convicted Contractors

A person or affiliate placed on the convicted contractor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted contractor list.

Discriminatory Contractors

An entity or affiliate placed on the discriminatory contractor list pursuant to section 287.134 of the Florida Statutes may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory contractor list.

Disputes

Decisions by CSF regarding the selected contractor(s) are final. Any party potentially adversely affected by the intended decision made by CSF to award a contract or to reject all proposals must submit such dispute in writing, signed by the official who signed the original proposal and must state the specificity of the nature of the dispute and the requested disposition. Questions to the Director of Contracts or any other CSF employee shall not constitute such dispute in writing. The President and the Chief Operating and Financial Officer of CSF will determine if the written dispute meets the criterion of specificity. Their determination will be final, and any dispute that does not meet this requirement may be dismissed without further consideration.

Such disputes must be received by the Chief Operating and Financial Officer of CSF, no later than close of business (5:00 PM, Eastern), five (5) working days from the date of issuance of the notice of award. 'Working days'

means Monday through Friday, excluding official CSF holidays. Parties filing a written dispute are required to ensure timely delivery. Facsimiles that have the appropriate signature and meet all other requirements stated herein may be accepted. Any dispute not received in this manner within this specified period will be rejected without further consideration.

Within five (5) working days after the receipt of any such valid dispute, the Chief Operating and Financial Officer of CSF will issue a final decision regarding the dispute notifying the party that filed the dispute and a member of the CSF Executive Committee.

Nothing in this dispute process is intended to imply nor should it be construed to mean such filing of a dispute places any constraint on the ability of CSF to proceed with its disputed procurement action, either in whole or in part.

Contractor's Representation and Authorization

In submitting a proposal, each Contractor understands, represents, and acknowledges the following (If the Contractor cannot so certify to any of the following, the Contractor shall submit with its proposal a written explanation of why it cannot do so).

- To the best of the knowledge of the person signing the proposal, the Contractor, its affiliates, 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.
- To the best of the knowledge of the person signing the proposal, the Contractor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The proposal 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 proposal.
 - The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other Contractor or potential Contractor; neither the prices nor amounts, actual or approximate, have been disclosed to any Contractor or potential Contractor, and they will not be disclosed before the opening of the proposals.
 - The Contractor has fully informed CSF 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 any Federal or State 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.
 - Neither the Contractor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of Federal funds:
 - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; 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; or
 - Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.
 - If an award is made to the Contractor, the Contractor agrees that it intends to be legally bound to the Contract that is formed with CSF.
 - The Contractor shall indemnify, defend, and hold harmless CSF and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Contractor's preparation of its proposal.
 - All information provided by, and representations made by, the Contractor are material and important and will be relied upon by CSF in awarding the Contract.

Contract Period

This solicitation will result in a fixed price contract with the original contract period beginning upon execution of the contract. The original term of this contract shall be determined at a later date. All prices shall be firm for the term of this contract.

Licenses, Permits and Taxes

The contractor(s) awarded a contract pursuant to this RFP shall pay for and obtain all licenses, permits, taxes, or other fees required for this engagement. In addition, the Contractor(s) shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified all at no additional cost to CSF.

Liquidated Damages for Failure to Complete Engagement on Time

Failure to complete the engagement in accordance with instructions herein will result in substantial injury to CSF and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the engagement is not completed by contract completion date, the Contractor(s) shall pay to CSF liquidated damages for such delays.

This provision for liquidated damages for delay shall in no manner affect CSF's right to terminate the Contract as provided elsewhere in the Contract Documents. CSF's exercise of the right to terminate shall not release the Contractor(s) from the obligation to pay said liquidated damages.

PUBLIC RECORDS

All materials submitted in response to this RFP become the property of CSF and the State of Florida, and will be a public record and open for inspection by any person in accordance with the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

COST OF PREPARATION OF CONTRACTOR REPLY

CSF is not liable for any costs incurred by a contractor in responding to this RFP.

DUTY OF CONTINUING DISCLOSURES OF LEGAL PROCEEDINGS

- (1) Commencing after the effective date of any contract resulting from this RFP, the contractor must disclose any pending or prior civil or criminal litigation, investigations, arbitration, or proceedings ("Proceeding") involving the contractor (and each subcontractor) in a written statement to CSF's Chief Financial Officer within fifteen (15) calendar days of occurrence.
- (2) This duty of disclosure applies to the contractor's officers and directors when the proceeding relates to the office or directors' business or financial activities. This duty

must extend to all proceedings disclosed in the contractor's reply to this RFP as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

- (3) The successful contractor shall promptly notify CSF of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the contractor's business. If the existence of such proceeding, during the term of this contract for services causes the state concern or the contractor's ability or willingness to perform the contract is jeopardized, the contractor shall be required to provide CSF all reasonable assurances requested by CSF to demonstrate that:
 - a. The contractor will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and
 - b. The contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for CSF which is similar in nature to the conduct alleged in such proceeding.

EVALUATION

Evaluation Team

An Evaluation Team may convene, review and discuss all proposals submitted. The Evaluation Team also:

- Assigns points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria;
- Reserves the right to interview any or all proposers;
- Reserves the right to further negotiate terms and conditions, including price with the highest ranked proposer. If the Evaluation Team cannot reach a mutually beneficial agreement with the first selected proposer, the Team reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- Will recommend to CSF the award or rejection of any and/or proposals(s).

CSF reserves the right to accept or reject any or all proposals and reserves the right to:

- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- Require proposer(s), before awarding the contract, to submit evidence of qualifications or any other information the company may deem necessary;
- Cancel the RFP or portions thereof, without penalty;
- Accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the company;
- Reject any and/or all items proposed;
- Rank the proposal with the highest number of points first; however, nothing herein

will prevent the company from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

SELECTION

The proposals will be evaluated and awarded to the Respondent(s) whose proposal submittals have been determined to meet the minimum requirements of this RFP and provide the best value to CSF and the State of Florida. "Best value," as defined in Section 287.012(4), F.S., means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design and workmanship. CSF reserves the right to award any or all parts of the solicitation to a single or to multiple Contractors.

IDENTICAL TIE RESPONSES

In accordance with Section 287.087, if two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractor(s) must complete the Drug Free Workplace form provided (Attachment 8) and return it with their response. In the event that all tied respondents submitted the Drug Free Workplace Certification, award shall be determined by using 60A-1.011 F.A.C. Identical Evaluations of Responses.

TRADE SECRETS

Any bid content submitted to CSF which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the bid, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the bid or other document in which the content is set forth.

Any claim of confidentiality is waived upon submission, unless addressed as set forth above. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of the bid will not affect this right. CSF will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), Florida Statutes, where identified as such in the reply, to the extent permitted under Section 815.045, Florida Statutes and Chapter 119, Florida Statutes. Any prospective bidder acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and it is hereby agreed by the bidder that no remedy for damages may arise from any disclosure by CSF.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

CSF takes its public records responsibilities as provided under Chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If respondent considers any portion of the documents, data or record submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, respondent must also simultaneously provide CSF with a separate Highlighted Copy of its response. This Highlighted Copy shall contain CSF's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Highlighted Copy." The Highlighted Copy shall highlight any material considered to be confidential, proprietary or trade secret by the respondent. The Highlighted Copy shall be provided to CSF at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions, which are claimed confidential, proprietary, or trade secret.

Respondent shall protect, defend, and indemnify CSF for defending any and all claims made against CSF regarding portions of its Highlighted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

Notwithstanding compliance with the first paragraph, if respondent fails to submit a Highlighted Copy with its response, CSF may produce the entire document(s), data or records submitted by respondent in answer to a public records request.

AGREEMENT

After notification to the successful proposer of the award for services, the successful proposer shall complete an engagement letter(s) setting forth the terms and conditions of the services to be provided which shall be agreed upon by both the proposer and the company.

CSF CONTINGENCY DISCLOSURE

CSF is a not-for-profit corporation as defined by Chapter 445.004, Florida Statutes. CSF currently follows GASB Statements/Pronouncements for its financial reporting and accounting and has done so since its formation in 2000. CSF complies with accounting principles generally accepted in the United States of America (GAAP). CSF is accounted for as a proprietary type enterprise fund. Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed to the extent that those standards do not conflict with or contradict guidance of GASB.

If CSF were to change its reporting format, it would not expect the scope of its audit to significantly change from what is currently done, nor would it expect to change any of its accounting practices or policies. The proposer(s) on this RFP would be expected to perform all services outlined herein regardless of what CSF's reporting format is.

LEGAL REQUIREMENTS

- (1) It shall be the responsibility of the Contractor(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

- (2) Proposer(s) doing business with the company are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

SUMMARY OF PROPOSAL TABULATION

The Summary of Proposal Tabulation with recommended award will be available for review by interested parties per email request.