

REQUEST FOR PROPOSAL
FOR
INFORMATION TECHNOLOGY SERVICES
(01-032024)

RELEASED: **March 12, 2024**

PROPOSAL DUE DATE: **April 30, 2024 at 3:00 p.m.**

CONTACT PERSON: **Theresa H. Miner**
(352)593-2235
Tminer@careersourcepascohernando.com

PART I. INTRODUCTION AND KEY PROVISIONS

The Pasco Hernando Workforce Board, Inc., d/b/a CareerSource Pasco Hernando (CSPH) 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). CSPH seeks to fund proposals to provide a comprehensive set of IT services for its offices in Pasco and Hernando counties. The expected term for a contract awarded under this solicitation will be from July, 2024, through June 30, 2025, and is subject to the actual funding level received by CSPH. 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 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 CSPH 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, 2024, through June 30, 2025. Contracts will be reviewed for renewal up to four (4) additional, one (1) year periods, with Board approval based upon service provider performance and funding availability.

C. FUNDING AVAILABLE

In compliance with the Stevens Amendment:

- Any contract resulting from this RFP will be funded by Federal funds with an approximate value ranging from \$100,000 to \$200,000.
- The contract awarded will have an approximate value between \$100,000 to \$200,000
- We anticipate a small percentage of less than 10% or between \$10,000 - \$20,000 to be funded by non-federal dollars.

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.

QUESTIONS

All questions be submitted in writing by mail, email or fax no later than 4:00 p.m. on March 29, 2024 to:

Theresa H. Miner, CFO
CareerSource Pasco Hernando
16228 Spring Hill Drive
Brooksville, Florida 34604
Telephone Number: (352) 593-2235
Email: tminer@careersourcepascohernando.com

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Questions before the deadline above will be responded to in writing and posted on the CSPH website, www.careersourcepascohernando.com/rfps. RFPs and bids are located under the About Us section.

PART II. PROCUREMENT TIMETABLE

<u>Activity</u>	<u>Proposed Dates</u>
Advertising and Publishing RFP:	March 12, 2024
Deadline for Questions/Clarifications:	March 29, 2024 by 4:00 p.m.
Reponses to Questions/Clarifications posted at www.careersourcepascohernando.com/about/rfps	April 4, 2024
Proposal Submittal Due Date:	April 30, 2024 by 3:00 p.m.
Board Approval:	June, 2024
Contract Execution:	June, 2024
Provision of Services:	July, 2024

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

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

CareerSource Pasco Hernando
16228 Spring Hill Dr.
Brooksville, Florida 34604

PART III: BACKGROUND INFORMATION

Pasco Hernando Workforce Board, Inc., (PHWB) is a 501©(3) non-profit organization. The PHWB governing board was appointed and designated by the Pasco and Hernando County Board of County Commissioners, to act as the Workforce Development Board for the two-county region under provisions of the Workforce Innovation Act of 2000. PHWB has requested and received certification of the Region 16 Workforce Development Board by CareerSource Florida, Inc., the State of Florida Workforce Development

Workforce development services in Florida are available primarily through a system of more than 100 One-Stop Career Centers designed to provide easy access to diverse services including job placement and training, temporary cash assistance, and special support services and transportation. CSPH operates one Career Center in each county it serves.

CSPH develops strategies to target the needs of employers then matches them to job seekers across the employment spectrum from assisting those seeking entry into the workforce to cultivating workers to fill coveted high skill/high wage positions. CSPH provides training, tax credits and a multitude of services. With all three CSPH locations combined, CSPH and its contractors and partners house approximately 70 staff members in its offices and remotely that must be supported.

CSPH and its Career Centers are open to the public 5 days a week, 8 A.M. to 5 P.M, with extended hours as necessary. During these hours of operation, CSPH may accommodate the needs of hundreds of applicants in any given week. CSPH's website, <http://www.careersourcepascohernando.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 CSPH computer network consists of three locations: The Dade City One Stop Center, Pasco County, a second One Stop Center in New Port Richey and a One Stop Center in Brooksville, Hernando County. The One Stop Center in Hernando County serves as a central hub for the network. A majority of the servers are located there as well as connection to state resources via site-to-site virtual private network. The existing network consists of 300 nodes, which includes servers, networking equipment, user machines, laptops for management staff, lab machines and printers.

The current network topology for each location is a hub and spoke design utilizing Dell and Cisco switches and a Sonicwall NSA 3650 for routing and perimeter protection. Each location has a site-to-site VPN connection, that allows connectivity between the locations. State systems are accessed via protected routes over a VPN connection from the Brooksville location to the state of Florida.

For internet access: Dade City has a fiber connection provided by Lumen. Brooksville has both a fiber connection and failover coax connection provided by Spectrum and New Port Richey has a coax connection provided by Spectrum.

A Sonicwall NSA 3650 is deployed in each location for perimeter protection. Open VPN is used to access a ProxMox VPN server for remote user access to the network.

CSPH uses Viirtue cloud based phone solution and has approximately 100 phones and multiple call queues for call center use.

CSPH uses Barracuda cloud based backup, email protection, and archiving.

The IT provider will be responsible for new user creation/revocation, granting building access & badge creation, permission and role setup and general maintenance of the file categories, queue categories, ftp scanners and email queues, self scan queues as well as support for kiosk connectivity, server hardware, scanner or other connected peripherals (signature pad, desktop scanner, mfd). All hardware is managed by IT team as well as all internal routing and switching configurations.

Migration to OneDrive, Sharepoint and other cloud services where it makes sense for the organization, are also required.

B) NETWORK APPLICATIONS AND BUSINESS PROCESSES SUPPORT

The existing CSPH computer network is a Windows Active Directory domain containing 2008, 2012 and 2019 servers. There are approximately 20 physical and virtual servers in the three locations that serve the following roles: Virtual Hosts, Domain Controllers, Database Servers, SAN Servers, Terminal Servers, Web Servers, Print Servers, Amano building access control, and File Storage Servers. Virtual servers are hosted on HyperV and VM Ware.

There are two different types of client machines – employees and lab machines (both public and supervised). All client machines are running Windows 10 or Windows 11 as the operating system.

On the employee machines, the following applications are supported: Microsoft Office 365, Microsoft Office 2019, MIP (non-profit accounting software), Adobe Acrobat, Dameware (help desk software), Mochasoft, Malwarebytes Endpoint Security, ATLAS web application (EDMS and case

management) and Symantec Endpoint Security (antivirus). The client machines access the following State of Florida systems: Web application hosted by Department of Commerce, OSST (One Stop Service Tracking – web application hosted by FLORIDA COMMERCE), EFM (Employ Florida Market Place - web application hosted by FLORIDA COMMERCE), FLORIDA (Department of Children & Families – mainframe), FWIPRS (Florida Workforce Integrated Performance Reporting System – web application hosted by FLORIDA COMMERCE), SUNTAX (web application hosted by FLORIDA COMMERCE) 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: CSPH board staff, service provider staff and FLORIDA COMMERCE 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.

The Resource Room public use computers give clients the ability to search for jobs through many different systems, including EFM, ACCESS and job search engines. The resource room also has resume writing software, self-assessment tools, career research tools, and labor market statistics as well as an online unemployment claim link, CONNECT. The Resource Room also includes Atlas Kiosks for customers to sign in and receive help specific to their needs. These kiosks are Android based and administered by ATLAS support.

C) SUPPORTING REMOTE ACCESS

CSPH provides remote access to approved internal employees and short-term access for partners. This access is provided through a ProxMox VPN server and Open VPN software. 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 CSPH 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 granted, password resets, printing functionality, file security, and file sharing. Other important procedures include daily data backup to comply with CSPHs' policies for data retention, email archiving (each email internal and external must be logged and available for exportation via the State of Florida Sunshine Law), virus protection, spam protection, malware protection, and website monitoring and blocking.

E) SUPPORT OF MOBILE ONE-STOP – CAREERSOURCE EXPRESS

The provider will be responsible for supporting the CareerSource Express – a mobile career center 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 unit is a 2007 F550 with 12 computer workstations, a cellular telephone system, cellular internet, all lab software currently available in other CSPH labs, internal and external televisions, an external sound system, a printer, and a Cummins generator. This mobile unit has to be serviced monthly during which all systems are tested – both IT (updates/patches/software installs) and others (AC Units/Generator/phone system).

F) INSTALLATION AND PROJECT MANAGEMENT

The decision to expand or consolidate/relocate locations or services may occur. The provider must be able to allow for structured project management to coordinate these situations with other vendors and CSPH staff. This includes transportation of equipment from site to site, unpacking of equipment, file management, setup of equipment and disposing of trash.

G) 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 email, client data and lab data. See PART IV, Section D.

H) PERFORMANCE MANAGEMENT

All service pack releases, updates, and server maintenance must be done during non-working hours as stated in PART III if could disrupt normal operations. Advanced notice should be provided for any maintenance affecting availability except in the event of an emergency, in which case notice should be as soon as practical. Maintenance to the Web Server should be completed at an agreed time.

I) SECURITY MANAGEMENT

The provider will be responsible for managing and maintaining firewall security along with intrusion detection, virus protection and vulnerabilities.

J) ASSET MANAGEMENT

Existing equipment is currently an asset of CSPH. The provider must be able to account for all inventoried equipment and asset numbers in the event that equipment is replaced or sent for repair. This includes annual inventory completed on all equipment and the reporting of any and all lost or missing equipment.

K) HELP DESK SUPPORT

The provider will be responsible for providing help desk support, systems and software support to all the network users and computer labs at all three locations during business hours. The provider is also responsible for any onsite or off site IT support that CSPH deems necessary.

L) 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 systems related to IT support.

M) 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.

N) USER RECORD MAINTENANCE

The provider will need to maintain accurate and timely records that document employee activation and deactivation dates from the network and any program/site 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 Required Form 1 (2 pages)]
- II. Proposal Abstract [maximum 2 pages]
- III. Budget Summary [maximum 2 pages not including Required Form 2 (2 pages)]
- IV. Statement of Work [maximum 6 pages]
 - Organizational Experience, Capabilities and Support
 - Services and Program Design
- V. Staffing (Maximum 3 pages)
- VI. Mandatory Attachments

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- a) Assurances
- b) Federal Debarment/Suspension Certification
- c) Lobbying Certification
- d) Insurance Certification
- e) Drug Free Workplace Certification
- f) Non-Discrimination Certification
- g) Sworn Statement of Public Entity Crimes
- h) Conflict of Interest Statement
- i) Letters of Collaboration or Collaboration Agreements
- j) Resume's

Proposers must submit two (2) originals (clearly marked as such), and 5 electronic versions (thumb drives) 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, 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 CSPH. Describe any innovative approaches planned.

2) BUDGET SUMMARY [maximum 2 pages not including Required Form 2]

- 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 or annual salaries, as the case may be. 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. CSPH 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

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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
- i) Please describe in table format:
 - (1) The methodology for providing this service in both counties (3 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.
 - v) The number of staff, if any, do you anticipate locating on site, and their level of expertise.
- b) Provide copies of key staff resumes. (Attachment G)

5) MANDATORY ATTACHMENTS

- a) Assurances
- b) Federal Debarment/Suspension Certification

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- c) Lobbying Certification
- d) Insurance Certification
- e) Drug Free Workplace Certification
- f) Non-Discrimination Certification
- g) Sworn Statement of Public Entity Crimes
- h) Conflict of Interest Statement
- i) Letters of Collaboration or Collaboration Agreements
- j) Resumes

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 insure that their proposal meets all submission requirements.
2. CSPH 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, CSPH 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. CSPH 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 CSPH 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. CSPH may reject any and all proposals. No guarantees, expressed or implied, are made by CSPH or its agents as to the availability of funds. CSPH 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 CSPH 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.

11. Service providers must maintain a drug-free workplace for employees.

In Addition to the above provision, the following provisions must be agreed upon before entering into any contract, if applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the

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purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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, officer 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

VIII: SELECTION OF SERVICE PROVIDERS

A. Proposal Review and Award Process

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

The Proposal that ismauri 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 CSPH staff will negotiate these details after a full review and discussion of the proposed services and costs. The negotiation session(s) will be held at CSPH, 16228 Spring Hill Dr, Brooksville, FL 34604.

CSPH 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. Contractors will be required to maintain records sufficient to account for all expenditures.

All proposals are subject to negotiation by CSPH.

B. Limitations

This RFP does not commit CSPH 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. CSPH 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 CSPH. CSPH 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.

C. Appeal Procedures

In accordance with applicable regulations, proposers who are denied funding have the right to appeal. The following steps must be taken for proposers to appeal funding decisions:

- 1) Submit a letter within 3 business days from the date of the contract award to the Chief Executive Officer of CSPH stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on the 4 criteria below:
 - a) Clear and substantial error or misstated facts by the review team upon which the decision was made by the Board
 - b) Unfair competition or conflict of interest in CSPH's decision making process
 - c) Any illegal or improper act or violation of law
 - d) Other legal basis on grounds that may substantially alter the Board's decision

The Chief Executive Officer will review the appeal and respond within 10 business days.

- 2) In the event the Chief Executive Officer's response is not satisfactory to the proposer, an appeal to the CSPH Executive Committee may be requested. The request must be addressed in writing within 15 days from receipt of response from CSPH to:

Pasco Hernando Workforce Board, Inc.
CareerSource Pasco Hernando
Attention: Chair

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16228 Spring Hill Dr
Brooksville, FL 34604

The appeal will be heard at a time set by the Chair after consultation with counsel.

EXHIBIT A - IT SERVICES PROPOSAL RATING SHEET

Proposer: _____

EVALUATION CRITERIA	POINTS	COMMENTS
Proposal Responsiveness		
a) Were two signed originals and appropriate copies of proposal submitted by deadline	___yes ___no	
b) Were required attachments provided? Assurances, Federal Debarment/Suspension, Lobbying Certification, Insurance Certification, Drug Free Workplace Certificate, Letters of Collaboration or Collaboration Agreements, Resumes	___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>		
1. Organization's Experience (25 points max) a) Satisfactory record of past performance in delivering similar IT services including multiple locations with varying needs b) Technical skills to perform the work c) Knowledge of state systems (EFM, OSST, FWIPRS, SUNTAX, Connect etc.) d) Knowledge and experience with Proxmox VPN and Open VPN Software e) Knowledge and experience with networking f) Knowledge and experience with Barracuda; Office 365; Malwarebyte g) Knowledge and experience with Windows servers and administration h) Knowledge and experience with database servers i) Knowledge and experience with desktop administration j) Knowledge and experience with information security k) Knowledge and experience with disaster recovery needs		

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<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 CSPH 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) Budget methodology clearly explains and justifies proposed expenditures</p> <p>b) Specific budget items and total cost for requested services are reasonable</p>		

CAREEROURCE PASCO HERNANDO
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: _____

REQUIRED FORM 1 – PROPOSAL COVER SHEET

LEGAL NAME OF RESPONDENT: _____

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ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

Name and title of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the Respondent:

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined in RFP # 01-032024 that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other proposer or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the proposer to induce any other person or agency to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this agency can and will provide and make available, at a minimum, all services described in this proposal.

Typed Name of Individual with Signatory Authority & Title

Signature

Date

CSPH USE ONLY:

Date Received: _____

Time Received: _____

Received By: _____

REQUIRED FORM 1 – 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) It is free and clear of any disallowed audited costs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) 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
f) It will comply with the assurances attached to this RFP, and WIOA and its promulgated rules and regulations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) 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

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REQUIRED FORM 2 – 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%

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REQUIRED FORM 2 – BUDGET SUMMARY

[illegible]

This page may be duplicated if more space is needed.

ATTACHMENT A – Assurances

THE SERVICE PROVIDER ASSURES THAT:

1. The Service Provider shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement of Department of Labor and Employment Security (DLES) funds.
2. The failure of the Board to strictly enforce any of the provisions of this Agreement/ Modification, or to require strict performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of this agreement or any part hereof, or waive the right of the Board to thereafter enforce each and every provision therein.
3. The Service Provider shall indemnify, defend and hold CSPH harmless from all claims, suits, judgments or damages, including court costs and attorneys' fees caused by the Service Provider's act or omission in the course of the operation of this contract to the extent permitted by law. Notwithstanding anything to the contrary contained herein, the Service Provider does not hereby waive any of its sovereign immunity, and any obligation of the Service Provider to indemnify, defend or hold harmless CSPH, in accordance with the preceding paragraph, shall extend only to the limit, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.
4. CSPH shall indemnify, defend and hold the Service Provider harmless from all claims, suits, judgments or damages, including court costs and attorneys' fees caused by the CSPH's negligent act or omission in the course of the operation of this contract.
5. CSPH reserves the right not to pay if invoices are submitted more than sixty (60) days past the end of the month being invoiced. Each June invoice must be received no later than July 15. After this deadline, no reimbursement can be made for prior year's expenses.
6. The Service Provider assures that it will comply with CSPH's procedural instructions and policies.
7. The Service Provider understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in the Board's funding allocations. The Service Provider understands and agrees that if either party desires to change or modify this Agreement, the proposed changes shall be written documents executed by both parties. The Service Provider understands that the written proposed changes shall be negotiated and that the Agreement shall become a written signed modification to the original contract. The Service Provider further understands that the Board may amend this Contract to conform to those changes in any Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to this Agreement or any amendment hereto. No funds under this contract may be used in support of any religious, anti-religious, or political activity.
8. This Agreement may not be modified, amended, canceled, extended or assigned orally without the express written consent of the Board or the Executive Director of the Board. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.
9. All records pertinent to this Agreement, including financial, audit and property, and supporting documentation, shall be retained for a period of three (3) years from the date of final payment of this Agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time. If the Service Provider is not able to retain the necessary records, such records shall be transferred to CSPH. Such records shall be transmitted to CSPH for acceptance in an acceptable condition for storage.
10. A condition to the award of financial assistance, and the Service Provider assures, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the

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Education Amendments of 1972, as amended and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

11. The Service Provider assures that it will comply with 29 CFR Section 34.23 Dissemination of Policy and that initial and continuing notice shall be provided so that it does not discriminate on any prohibited ground, to: applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.
12. The notice requirements imposed require, at a minimum, the notice be posted prominently in reasonable numbers and places, disseminated in internal memoranda and other written communications, included in handbooks or manuals, made available to each participant and made a part of the participant's file. The notice shall be provided in appropriate formats to individuals with visual impairments. Where notice has been given in an alternate format to a participant with a visual impairment, a record that such notice has been given shall be made a part of the participant's file.
13. In accordance with Federal and State requirements, the posters listed below are to be displayed prominently at all Florida Commerce jurisdictions, including:
 - a. Equal Opportunity Is the Law (Spanish and English)
 - b. Equal Employment Opportunity Is the Law (Spanish and English)
 - c. Florida Law Prohibits Discrimination (Spanish and English)
14. The Service Provider shall orient new employee's rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination with the recipient or the Directorate of Civil Rights.
15. The Service Provider assures that it will comply with Title 29 CFR Part 32.24, Data and Information Collection and Confidentiality, which require recipients to collect the data and maintain the records that the Directorate of Civil Rights finds necessary to determine recipient compliance with nondiscrimination and equal opportunity provisions. Equal opportunity includes:
 - a. By race, ethnicity, gender, age, and "where known" disability status. "Where known" is the standard applicable for compliance reporting under 29 CFR part 32. For compliance purposes, it is necessary to know, not only the number of individuals who wish to identify themselves as individuals with disabilities, but also the number of individuals who are perceived by the recipient as being individuals with disabilities.
16. The Service Provider understands that the Board shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this contract whether concerning persons or property in the Service Provider's organization or any third party.
17. The Service Provider shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by this contract without prior written approval of the Board.
18. The Service Provider understands that any contract approved to be subcontracted under this Contract shall be specified by written agreement and shall be subject to each provision of this Contract and all Federal, State, and local laws and regulations.
19. The Board, Florida Commerce, the United States Secretary of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. To carry out this function,

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officials shall have access to all matter covered by this Agreement during regular business hours and at reasonable locations, including the Contractor's office or any other site at which the Contractor may operate, maintain offices, or keep books and records.

20. The contractor agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract. (as applicable). If contracted, the Service Provider agrees to comply with Federal patent rights.
21. The Service Provider will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials), 627.420(h) (4) (ii), and will comply with requirements pertaining to rights to data, 627.420(h) (4) (iii). CSPH, and the Florida Commerce shall have unlimited rights to any data first produced or delivered under this Agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).
22. The submittal of false information may be considered as fraud and any other breach of these agreement terms could result in the immediate termination of the Contract. The Service Provider is liable for the repayment of funds that were paid by the Board for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
23. The Service Provider understands that the Board has the right to terminate this Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Service Provider will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.
24. In the event and as a result of any breach of this contract, the service provider shall indemnify and hold harmless CSPH for any disallowed costs resulting from any such breach of this contract. The management, administration and implementation of all terms and conditions of this Contract shall be performed in a manner satisfactory to the Grantee. The Grantee may act in its own best interest including, but not limited to:
 - a. Requiring a written report of corrective action within specific time frames;
 - b. Withholding payment;
 - c. Disallowing inappropriate claims, payments, or costs;
 - d. De-obligating Contract funds; or
 - e. Terminating or suspending this Contract.
25. If the Contractor determines that the activities described in this Contract is not functioning as intended, the Contractor shall notify the Grantee immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of the Contractual terms through modification of this Contract.
26. The Contractor agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under the Clean Air Act, (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
27. The Contractor agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy

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conservation plan issued in compliance with the Energy Policy and Conservation Act.

28. This Contract is subject to termination by the Board with thirty- (30) days advance notice in writing to the Service Provider. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resource by the Service Provider to this Agreement. In the event funds to finance this Contract are not available, CSPH to the Service Provider hereunder may terminate upon the obligations of each party no less than twenty-four (24) hours' notice in writing. By the signature on this page, the Service Provider certifies that it has read and understands all of the provisions of this Contract and agrees to the information contained herein.

<hr/>		
Organization		
<hr/>		
Name of Certifying Official	Signature	Date

ATTACHMENT B – Instructions for Debarment & Suspension and Other Responsibility Matters Certification

Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters

1. By signing and submitting this certificate, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit the explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with CSPH's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when CSPH determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, CSPH may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to CSPH if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. You may contact CSPH for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this certificate that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by CSPH.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by CSPH, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement/Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, CSPH may terminate this transaction for cause or default.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its officers/principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or

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- voluntarily excluded from covered transactions by any Federal, state or local governmental department or agency;
- b. 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. 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
 - d. 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.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name of Certifying Official

Signature

Date

ATTACHMENT C – Certification Regarding Lobbying, Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization

Name of Certifying Official

Signature

Date

ATTACHMENT D – Insurance Certification

Each contractor must carry the following types of insurance coverage: bond, liability, automotive, and worker's compensation as outlined in this RFP. Provide a statement to the extent that this coverage is in place or that it will be obtained prior to the implementation of the proposed activities.

ATTACHMENT E – Drug-Free Workplace Certification

Alternate I. (Grantees Other Than Individuals)

Pursuant to The Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98. Subpart F, I, _____, the undersigned, in representation of the, the grantee, attest and certify that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.

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6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
8. Notwithstanding, it is not required to provide the workplace address under the grant. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the grant, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific grant including street address, city, county, state, and zip code.

Check ☐ if there are workplaces on file that are not identified here.

Check ☐ if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Signature	(Typed Name and Title)
-----------	------------------------

I, _____, certify that I am the _____
(position title and organization)

the grantee; that I who sign this Drug-Free Workplace Certification on behalf of the grantee, do so by the authority given by _____, that such signing is within the scope of my powers.

Executed On: _____

ATTACHMENT F – Non-Discrimination Certification

Pursuant to Section 188 of the Workforce Innovation and Opportunity Act, Public Law 113-128, I, _____, the undersigned, in representation of _____, the grantee, attest and certify that the grantee will adhere to any and all nondiscrimination laws.

Section 188 (2) states that:

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services customer.

The undersigned will adhere to any and all federal, state, and local CSPH non-discrimination rules and regulations.

Name

Title

Organization

Date

ATTACHMENT G – Sworn Statement of Public Entity Crimes (Pursuant to Section 287.133(3)(a))

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CSPH by _____ Name & Title) on the behalf of _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
2. I understand 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of 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 result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.
5. I understand 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, or which otherwise transacts or applies to transact business with 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.
6. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

☐ 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.

☐ 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

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subsequent to July 1, 1989.

☐ 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.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ (name of individual signing) who, after first being sworn by me, affixed his/her signature
in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My commission expires: _____

Affix Notary stamp:

ATTACHMENT H – Conflict of Interest Statement

The Respondent must execute either Section 1 or Section 2 hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Proposal.

SECTION 1

I hereby certify that no official or employee of CSPH, or any Board member, or any immediate family member of a CSPH employee or Board member has a material financial interest in this firm.

Signature: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

SECTION 2

I hereby certify that no official or employee of CSPH, or any Board member, or any immediate family member of a CSPH employee or Board member has a material financial interest(s) [in excess of 5%] in this firm and has filed the appropriate Conflict of Interest statements with CSPH prior to the review and discussion of this proposal.

Name: _____ Title: _____

Signature: _____ Date Of Filing: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

ATTACHMENT I – Letters of Collaboration or Collaboration Agreements

Provide letters and or agreements that will be involved as requested in the RFP.

ATTACHMENT J – Resumes

Provide the resumes of key staff that will be involved as requested in the RFP.