



**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
REQUEST FOR PROPOSALS (RFP)
FOR
One Stop Operator**

Release Date: June 5, 2023

All proposals shall be submitted by 1:00 p.m. EDT, July 24, 2023

Submit Responses to:

**South Florida Workforce Investment Board
D/B/A CareerSource South Florida
Reception Desk,
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126**

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Part I Invitation

A. The South Florida Workforce Investment Board's (SFWIB) Background

The South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB, CareerSource, or Board), is one of 24 Local Workforce Development Boards (LWDB) in the State of Florida. Each LWDB is designated by the Governor to oversee the Workforce Innovation and Opportunity Act (WIOA) services for geographical locations known as Local Workforce Development Areas (LWDA). The SFWIB is designated as the administrator for LWDA 23, which encompasses Miami-Dade and Monroe Counties. Through its 12 CareerSource centers located across the LWDA, the SFWIB serves businesses, jobseekers, adults, youth, dislocated workers, refugees, and individuals transitioning from welfare to work.

The SFWIB is a governmental agency and instrumentality of both Miami-Dade and Monroe Counties, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. The Board is composed of volunteers who represent local private sector businesses, educational institutions, economic development agencies, labor organizations, veterans' interests, community-based organizations and state and local government agencies. The Board conducts its business in accordance with federal and state laws, the Interlocal Agreement that created the SFWIB for LWDA 23, and the SFWIB's by-laws and approved policies.

The following is a list of the Board's strategic goals:

- Build a Demand-Driven System with Employer Engagement;
- Strengthen the One-Stop Delivery System and Increase Integrated Service Delivery;
- Improve Services for Individuals with Barriers;
- Dedicated Commitment to Youth Participation;
- High Return on Investment through Continuous Improvement; and
- Strong Workforce System Leadership.

Additional information regarding the Board, its members and approved policies is located on the SFWIB website at www.careersourcesfl.com/index.php/board/.

B. Overview of Solicited One Stop Operator Services

The SFWIB, through its competitive procurement process, is soliciting proposals to select organizations to serve as a One-Stop Operator and oversee selected Workforce Service Providers. Respondents to this RFP shall articulate their plans of action to act as a One-Stop Operator.

The role of the One-Stop Operator(s) is to coordinate service delivery of one-stop partners and providers at a career center in accordance with 20 C.F.R. § 678 et seq. In addition to the requirements outlined in Part III Scope of Services, each proposal for these services must evidence the respondent's track record and successful performance in delivering the solicited or comparable services. Each respondent must also have, and document in its proposal, an in-depth knowledge of the fiscal, administrative and programmatic requirements of the workforce services' programs and the SFWIB.

The SFWIB intends to award a contract(s) for One Stop Operator Services, which are specified in Section III One Stop Operator Scope of Services.

The Workforce Innovation and Opportunity Act (WIOA) is one of the primary sources of funding for workforce development activities in LWDA 23. Respondents to this solicitation must be familiar with the WIOA and federal regulations applicable to the WIOA. The WIOA and applicable regulations can be accessed on the Department of Labor's site at: www.doleta.gov.

C. Method of Solicitation

An RFP is a solicitation method that ensures open competition in order to maximize the likelihood of receiving exemplary workforce services proposals.

Notice of this RFP will be published in the LWDA's major newspapers and posted on the LWDA's website. SFWIB will not maintain a bidders list or provide e-mail notification to current and/or future providers.

D. Eligible Respondents

Non-profit, for-profit and public entities licensed to operate in the State of Florida are eligible to respond to this RFP. **If selected, respondents for One Stop Operator and its subsidiaries may not serve as the Service Provider for either Workforce Service and/or Youth.**

E. Anticipated Term of Contract and Available Funding

The SFWIB anticipates executing a contract(s) with successful One Stop Operator respondent(s) for the period of November 1, 2022 through June 30, 2025. The SFWIB reserves the right to amend the contract(s) at the sole discretion of the SFWIB, and shall be subject to the availability of funds. Any amendments shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract, including any amendments.

The total estimated award for any contract resulting from this RFP is subject to the availability of funds. Funding for this solicitation may be from all or any combination of the following sources:

- Temporary Assistance for Needy Families (TANF)
- WIOA Adult
- WIOA Dislocated Worker
- WIOA Rapid Response
- Reemployment Services and Eligibility Assessment (RESEA)
- Supplemental Nutrition Assistance Program (SNAP)
- Reemployment Assistance (RA)

It is anticipated that funds for One Stop Operator Services contracts will range from approximately \$10,000 to \$250,000 annually each year for the solicited contract period. However, the estimated funding award will be contingent on the career centers awarded as solely determined by the SFWIB.

Please note: all estimates are subject to the availability of funds.

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Part II
RFP Calendar and Process

A. Solicitation Timetable

RFP Events	COMPLETION DATE		
	Day	Date	Time
RFP Issued	Monday	June 5, 2023	5:00 p.m.
Deadline for Request for Clarification Inquiries	Wednesday	July 5, 2023	1:00 p.m.
Offerors' Conference	Friday	July 7, 2023	1:00 p.m.
Deadline for Receipt of Proposals	Friday	July 24, 2023	1:00 p.m.
Public Review Forum	Tuesday	August 1, 2023	1:00 p.m.
Recommendations presented at the SFWIB Board Meeting	Thursday	August 17, 2023	08:30 a.m.
Execution of Letter of Intent/Contract	Thursday	August 17, 2023	
Contract Start Date	Friday	September 1, 2023	

The SFWIB, in its sole discretion, may change the schedule provided in the solicitation timetable, without further notice. Thus, the respondent is responsible for routinely checking the SFWIB website at www.careersourcesfl.com for amendments to the schedule.

B. Cone of Silence

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of the contract award. Upon the RFP's release, the "Cone of Silence" is in effect. All respondents to this RFP are subject to the "Cone of Silence," which applies to solicitations and prohibits ex parte communications. The Cone of Silence prohibits communication regarding the RFP between a respondent and (1) an SFWIB staff member, (2) SFWIB members or (3) members of the selection committee.

Communications regarding the RFP between a potential OSO and the procurement agent responsible for administering the procurement process are exempted from the Cone of Silence provided that the communications are in writing and limited strictly to matters of process or procedure. Respondents contacting board members, staff or selection committee members risk

immediate disqualification from the competitive procurement process.

C. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB Policy Department Manager, Robert Smith at robert.smith2@careersourcesfl.com no later than 1:00 p.m., **Wednesday, July 5, 2023**.

Oral requests for clarification shall not be accepted. The SFWIB may reject any or all requests for clarification, in whole or in part. All written requests for clarification accepted by the SFWIB, along with corresponding responses, will be posted on the SFWIB website at www.careersourcesfl.com/index.php/rfqs-rfps-itns/ under this RFP's Q&A.

D. Offerors' Conference

An Offerors' Conference will be held to afford respondents an opportunity to communicate questions and/or concerns relevant to the RFP. Although attendance is not required, all potential respondents are strongly encouraged to attend. The conference is scheduled for 1:00 p.m., **Friday, July 7, 2023** via zoom. A link will be provided to all respondents and posted at www.careersourcesfl.com/index.php/rfqs-rfps-itns/.

The Offerors' Conference is the only forum available to respondents to communicate questions and/or concerns to the SFWIB's staff and receive responses to the questions and/or concerns.

Except for information provided at the Offerors' Conference, communications regarding the RFP between a respondent(s) and SFWIB's staff are strictly prohibited as defined in **Part II, section B. Cone of Silence**. All communications are limited strictly to matters of process or procedure related to the RFP and must be submitted in writing to the procurement agent responsible for administering the procurement process at robert.smith2@careersourcesfl.com.

Clarifications or modifications to the RFP shall only be made by written addenda to the RFP. No other sources of responses or clarification are considered valid.

Answers to relevant questions during the conference will be posted on the SFWIB's website (www.careersourcesfl.com/index.php/rfqs-rfps-itns/) under this RFP Q&A.

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Part III
One Stop Operator Scope of Services

A. One-Stop Operator

1. One-Stop Operator (OSO)

The One-Stop Operator is responsible for ensuring that the service delivery system at the One-Stop center and affiliate sites fully integrate the services, protocols and quality standards that conform to Strategic and Operations Plans and related policies of the Workforce Development Board. The OSO shall assist in the development and execution of Memoranda of Understanding (MOUs) between required and other community based partners, and utilize partners that have entered MOUs with the Board as the primary structure to identify, refer and resolve operational issues.

At a minimum, the respondent shall:

- a) Provide oversight of the following programs: Wagner-Peyser (WP), Workforce Innovation and Opportunity Act (WIOA), Welfare Transition Program/Career Advancement Program (CAP), Supplemental Nutrition Assistance Program (SNAP), Veterans Employment, Reemployment Services and Eligibility Assessment Program (RESEA), Reemployment assistance Program (RA), Trade Adjustment Assistance Program (TAA);
- b) Coordinate the service delivery of the mandatory One-Stop partners at a comprehensive One-Stop Center;
- c) Establish a One-Stop Management Team including the OSO, the WDB and One-Stop partners for the purpose of discussing and addressing tactical and strategic issues related to the One-Stop operations;
- d) Develop and execute an outreach plan in conjunction with the SFWIB to inform jobseekers, adult/dislocated workers, and businesses about workforce services;
- e) Assist the SFWIB in developing and executing Memoranda of Understanding (MOUs) between required and other community based partners;
- f) Track and report service provider operational and programmatic performance;
- g) Coordinate or provide professional development and staff training for One-stop partner staff to improve operations and deliver higher value to job seeker and business customers of the One-Stop Center;
- h) Establish a single point of entry for job seekers, and coordinate a triage system for one-stop customers that best directs them to the most appropriate services offered by One-Stop partners;
- i) Facilitate training sessions among One-Stop partners where each partner's programs and detailed procedures will be made known to all the other partners;
- j) Develop and maintain written policies on broad operational guidelines that will outline the responsibilities and objectives of each of the One-Stop partners while providing excellent customer service;
- k) Increase customer satisfaction by developing flows and processes that are driven by feedback from both business and job seekers as well as community-based organizations whose clients are referred to the One-Stop Center;
- l) Enforce the policies of the WDB and provide policy recommendations for review;
- m) Collaborate with WDB on oversight of the One-Stop Center;
- n) Report One-Stop activity to the WDB;
- o) Collaborate with the WDB for outreach efforts with specific industry sectors and career pathway efforts;

- p) Facilitate problem solving and continuous improvement activities for the One-Stop center as well as establishing a process for evaluating customer satisfaction, physical and programmatic accessibility and on-going quality improvement in the One-Stop center operations;
- q) Foster partnerships within the center to function as a multi-agency team and promote and participate in collective accountability that recognizes system outcomes, in addition to an individual partner program outcomes;
- r) Collaborate with the One-Stop partners to bring and integrate additional and complementary services to the One-Stop center;
- s) Coordinate job fairs/specialized recruitments, obtain feedback and provide workshops for participants and businesses;
- t) Maintain data integrity and confidentiality;
- u) Maintain compliance;
- v) Ensure the service provider is in compliance with the Americans with Disabilities Act and Equal Employment Opportunity guidelines; and
- w) Manage fiscal requirements and prepare monthly reports;

Respondents to this RFP shall provide a strategic plan on how they expect to deliver and manage the services provided as the One-Stop Operator. At a minimum, the respondents shall include a comprehensive strategic plan as the One-Stop Operator to include, but not be limited to, the following:

- Goals
- Strategies
- Operational methods
- Staff roles and responsibilities
- Performance results
- Current and perspective partners
- Monitoring and quality assurance

The respondent's strategic plan shall:

- A. Describe in detail your professional experience working with the Workforce Innovation and Opportunity Act (WIOA), WIOA Partner, and or other federally funded workforce programs/services.
- B. Describe your organization's knowledge and understanding of WIOA performance indicators.
- C. Describe your experience facilitating large, diverse stakeholder groups to achieve a common goal or outcome. Please describe your most challenging project, including what the most difficult challenges were and how you worked to overcome them.
- D. Describe your approach for coordinating the delivery of One-Stop Partner and Service Provider services to employers and individuals with barriers to employment including displaced homemakers, low-income individuals, Native Americans, individuals with disabilities, older individuals, ex-offenders, homeless individuals including homeless children and youths, youth who are in or have aged out of the foster care system, individuals who are English language learners, individuals who are basic skills deficient, and individuals facing substantial cultural barriers, eligible migrant and seasonal farmworkers, individuals within 2 years of exhausting cash

assistance, single parents (including single pregnant women), long-term unemployed individuals and such other groups as identified by the Governor economically disadvantaged individuals.

- E. Describe your approach to integration activities including those associated with common customer referral.
- F. Describe your approach to developing processes for measuring customer satisfaction levels including the types of customer satisfaction feedback methods and associated reports.
- G. Describe your approach to reporting and performance functions including plans for regular meetings and the production of quarterly and semi-annual reports.
- H. Describe your approach to coordinated staff development and training opportunities to One-Stop partners.
- I. Describe strategies your organization will help develop, promote, and initiate to improve access to CareerSource South Florida services.

B. One Stop Operator Locations

The SFWIB CareerSource centers are located in Miami-Dade and Monroe counties (LWDA 23). Respondents propose to deliver One-Stop Operator services for the following CareerSource center locations as set forth in the table below:

CareerSource Center	Address
Hialeah Downtown	240 E. 1 st Ave, Suite 222 Hialeah, FL 33010
Little Havana	5040 NW 7 th Street, Suite 500 Miami, FL 33126
Northside/Floral Heights	7900 NW 27 th Ave, Suite 200 Miami, FL 33127
North Miami Beach	801 NE 167 th St. Miami, FL 33162
West Dade	8485 Bird Road, 2 nd Floor Miami, FL 33155
Perrine	18901 SW 106 Ave, Suite 218 Miami, FL 33157
Carol City	4888 NW 183 Street, suites 201-206 Miami Gardens, FL 33055
Monroe County/Florida Keys	Key Largo 103400 Overseas Hwy, Suite 239 Key Largo, FL 33037
	Key West 1111 12 Street, Suite 307 & 308 Key West, FL 33040

C. Data Entry Oversight

Successful respondent(s) shall monitor the Initial Assessment Application, Atlas System, Employ Miami-Dade/Employ Monroe (EMD/ EM), One Stop System Tracking (OSST), and the Workforce Management System (WFMS) to ensure proper documentation of required information is entered by Career Center staff.

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Part IV
Evaluation Process and Selection Criteria

A. Submission Guidelines

Respondents must submit to the SFWIB one (1) legible, unbound original paper copy with the pages numbered; and six (6) USB flash drive with **ALL** documents being submitted saved in Microsoft Word with the budget and performance documents saved in a Microsoft Excel file of the completed proposal package components **no later than 1:00 p.m., July 24, 2023**. The SFWIB will have proper social distancing practices in place for submission.

Proposal packages shall be delivered to the address set forth on the cover page of the RFP. The SFWIB shall not accept any modifications to any submitted proposal package after the submission deadline. **Any proposal package arriving after the deadline will not be accepted by the SFWIB and will be returned, unread to the respondent. No proposal package will be accepted via electronic mail or facsimile.**

NOTE: The USB flash drives must contain the same document provided in paper copy. It is the **sole** responsibility of the respondent to ensure that all documents submitted in paper copy are the same as those included on the USB flash drives. The USB flash drives must be submitted **without** password protection.

Use only binder clips or rubber bands to keep copies separate. All versions of the document must have numbered pages.

NOTE: **Each question must be answered independently and in its applicable section. A response of “see above” or similar statements as an answer to a question in another section of the proposal may be considered nonresponsive.**

Respondents failing to adhere to the instructions outlined in this RFP, in whole or in part, may result in their proposal being deemed non-responsive and thus eliminated from the competitive procurement process.

B. Proposal Format, Content, and Organization

All proposal components shall be written and submitted in Times New Roman 12 point font, packaged and labeled separately. The proposal submission shall be assembled in the following manner:

2. Identifying Data Cover Sheet (Attachment A)

Respondents shall use the **Attachment A (Organizational Identification Data Form)**, to identify both the name of its organization and the ten-digit alpha-numeric code chosen. The code (like a password) is created by the respondent and the rules should be followed. The code must not contain any part of the respondents name or initials. The **Organizational Identification Data Form (Attachment A)** must be in a sealed envelope labeled Attachment A with **no identifying information** on the cover. **Only one (1) original of (Attachment A) is required to be submitted.**

Attachment A will be opened at the Public Review Forum scheduled for Tuesday, August 1, 2023.

3. Organizational Experiences/Capabilities: Ten (10) Page Limit (The limit excludes applicable attachments).

Attachment B, (Organizational Capability Cover Sheet – Workforce Services), is the Organizational Capability cover sheet for respondent(s) to utilize for the submission of its experience and capabilities. **One (1) legible, unbound original paper copy with the pages numbered, and three (3) USB flash drive with documents saved in Microsoft Word format must be submitted. Organizational Experiences/Capabilities that are not in the required format will be deducted one (1) point from the scoring discussed below. Applicable attachments for this section are to be saved in a PDF format on the USB flash drive.**

Each question must be answered individually and in the order listed below. A response of “see above” or similar statements as an answer to a question may be considered nonresponsive.

The respondent shall address the items below:

- a. Describe the organization’s experience delivering the solicited workforce services and complete **Attachment D (Reference Chart)**, indicating the number of years the respondent has provided employment services.
- b. Describe past and present activities, programs, or contracts administrated, and operated by the respondent.
- c. Provide an organizational chart of all staff and complete the **Attachment C (Qualifications of Administrative)**. Resumes for all identified personnel are to be attached to the completed chart. If additional staff will be hired, a job description for each proposed staff should be included as part of the attachments.
- d. Describe the organization’s financial control process that will be used in the delivery of the solicited services.

4. Technical Proposal Narrative – Fifteen (15) Page Limit (Limit excludes applicable Attachments)

Technical Proposal Cover Sheet – Workforce Services (Attachment F), is the Technical Proposal cover sheet for the respondent to utilize for the Technical Proposal Narrative component. **One (1) legible, original unbound paper copy with the pages numbered, and three (3) USB flash drive with documents saved in Microsoft Word format are required to be submitted. Technical Narratives that are not in the required format will be deducted one (1) point from the scoring described below. Applicable attachments for this section are to be saved in a PDF format on the USB flash drive.**

The Technical Proposal Narrative shall be prepared in a manner that ensures there is no information on any page of the proposal that identifies the organization submitting the proposal. **Respondent’s total score will be reduced by one (1) point from the scoring described below per occurrence of identifying information in the Technical Narrative.**

NOTE: Each question must be answered individually and in the order listed below. A response of **“see above” or similar statements as an answer to a question may be considered non-responsive.** Failure to respond to **any** section of the RFP may result in the respondent’s proposal being deemed non-responsive and thus eliminated from the competitive procurement process.

5. Proposed Deliverables and Performance Measures

Federally Required Measurements

WIOA establishes primary indicators of success for its programs. These indicators are the metrics for which Region 23 is held accountable. The primary indicators of success for Adult, Dislocated Workers, Title II, Title III, and Title IV programs are the following:

1. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program;
2. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
3. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
4. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program;
5. The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment; and
6. The indicators of effectiveness in serving employers. The SFWIB Balanced Scorecard is a performance metric used to measure the effectiveness of the Workforce Services delivery systems and operations. The Balanced Scorecard’s performance measures are utilized to ensure Federal, state and local program compliance. The successful respondent(s) shall ensure their staff is trained on how to analyze and interpret all specifications contained within the SFWIB Balanced Scorecard. See Attachment M, (Workforce Services Balanced Scorecard Specifications) for more in-depth information.

The primary indicators for youth programs are:

1. Percentage of program participants who are in education or training services, or in unsubsidized employment during second quarter after exit;
2. Percentage of program participants who are in education or training services, or in unsubsidized employment during fourth quarter after exit;
3. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
4. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program;
5. The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward

such a credential or employment; and

6. The indicators of effectiveness in serving employers.

The One-Stop Operator will not be directly measured on these outcomes. The SFWIB uses a Balanced Scorecard as a performance metric to measure the effectiveness of the Workforce Services delivery systems and operations. The Balanced Scorecard's performance measures are utilized to ensure Federal, state and local program compliance. The successful respondent(s) shall ensure their staff is trained on how to analyze and interpret all specifications contained within the SFWIB Balanced Scorecard. The successful respondent will be judged on their ability to meet and or exceed those goals. See Attachment M, (Workforce Services Balanced Scorecard Specifications) for more in-depth information.

6. Budget

Attachment G, (Budget Proposal Cover Sheet), is the cover sheet to be used for the submission of the budget for all proposed One-Stop Operator services. **One (1) legible original paper copy, and three (3) electronic copy shall be saved on the USB flash drive in Microsoft Excel format of Attachment G are required to be submitted. Budgets that are not in the required format will be deducted one (1) point from the scoring described below.** The proposed budget shall be prepared in a manner that ensures there is no information on any page of the budget that identifies the organization submitting. **Budgets that include identifying information will be deducted one (1) point per occurrence from the total score as described below.**

The respondent shall clearly outline proposed costs in detail on **Attachment H, (Budget Forms)**. The budget narrative should consist of the proposed costs for executing the Coordination of Service Delivery Plan, along with description justification of the costs. For the purpose of this RFP, cost categories must include:

- Wages –Includes the staffing cost, and position type, levels and numbers of positions should be specified in the narrative.
- Fringe Benefits –Includes FICA unemployment insurance, worker's compensation, disability, life insurance, retirement costs and medical coverage as per your policies.
- Occupancy –The physical space necessary to deliver services will be provided by the respondent.
- Staff Travel – Includes all travel and training costs.
- Non-Direct – Supplies and consumables will be supplied by respondent.
- Profit – For-Profit entities may propose a reasonable profit amount that will be will be negotiated and based on performance. The U.S. Office of Management and Budget issues circulars that provide guidelines on cost principles. The cap for overhead and profit combined is 10 percent of the total program budget.
- Total – This is the total proposed cost for providing the requested services during the specified time period covered by the specific budget worksheet.

Respondents shall submit a total budget for all career centers included in their bid.

The respondent shall provide separate program and administrative budget. The respondent is expected to ensure administrative and indirect costs are properly classified and do not exceed **ten percent (10%)** of the proposed budget. Administrative/indirect costs (e.g. accounting, auditing, payroll administration, insurance, internet, etc.) are the general overhead expenses necessary to provide services. These costs typically relate to the agency’s general executive and administrative functions. Additional information regarding the Indirect Cost Rate may be found below under number 7, Indirect Cost Rate.

The respondent shall provide a Budget Narrative that justifies each proposed expense included in the Budget Forms in terms of it being necessary, allowable and reasonable. The respondent shall show the method of computation. The respondent shall refer to **Attachment I, (Budget Narrative Instructions)**, in completing this requirement. **The budget narrative shall be submitted with Attachment I. (Budget Forms). One (1) legible original paper copy, and three (3) electronic copy saved on the USB flash drive in Microsoft Excel format of Attachment I (Budget Forms) are required to be submitted. A budget narrative that is not in the required format will be deducted one (1) point from the total score as described below.**

The respondent shall identify any in-kind resources/support for the service delivery system beyond what is being requested in the budget. The respondent shall include each committed or proposed source of funding, and the amount of such funding in the budget.

For line items listed under “Other” in the budget, the respondent shall clearly correlate proposed costs and outcomes by explaining and justifying the need for proposed costs in the budget narrative.

Proposed costs must be allowable as determined by the SFWIB and governing laws. Allowable costs are those that are reasonable, necessary, and/or required for the program. A cost is reasonable if, in its nature or amount, does not exceed that which would be incurred by a prudent person under circumstances prevailing at the time the decision was made to incur the cost. Additionally, the cost is reasonable if it is of a type that is generally recognized as ordinary and necessary for the program. Refer to the publication of Title 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards,” for further information pertaining to funds under the contract awarded pursuant to this RFP.

The following allocation break down is provided as an example to assist you in completing your budget.

WIOA Adult	WIOA DW	WIOA RR	TANF	FSET/SNAP	RESEA	Total
31%	25%	7%	29%	4%	4%	100%

****The budget should be for the first year of the contract period only.**

7. Indirect Cost Rate Proposal

The publication of Title 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” released on December

26, 2013, requires that every sub-award of federal funds from pass-through entities, such as the SFWIB to the sub-recipient must include, among other elements, an indirect cost rate. **Accordingly, all respondents are required to submit, with their response to this RFP, an indirect cost rate proposal unless the respondent has an existing indirect cost rate from a federal agency or pass-thru entity or elects the de minimis rate as identified in federal law.**

Detailed guidelines for preparing an indirect cost rate proposal can be found in the Career Source Florida Administrative Policy Number 86. For additional information please visit:

[http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_\(20180701\).pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_(20180701).pdf?sfvrsn=2)

Respondents that already have an approved indirect cost rate must submit a copy of the indirect cost rate approval letter from their respective agency. Respondents that do not have an approved rate must submit an indirect cost rate proposal in accordance with the Career Source Florida guidelines noted above.

Note: an indirect cost rate proposal is only required if the Respondent includes indirect costs in its budget to the SFWIB.

As part of the indirect cost rate proposal, a detailed cost allocation plan must also be submitted with your proposal in accordance with the guidance that can be accessed through the link provided below:

<http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2005-guidance-papers/050finalrwbcedures072805.pdf?sfvrsn=2>

The cost allocation plan is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All respondents' costs should be included in the plan. Official accounting records must support all costs.

The cost policy statement required as part of the indirect cost rate proposal and the cost allocation plan may be incorporated into one document.

One (1) legible, original unbound paper copy, and one (1) electronic copy saved in Microsoft Word or PDF format on a USB drive labeled Indirect Cost Rate Proposal must be included in the respondent's submission.

7. Due Diligence Requirements

Attachment K sets forth the **Due Diligence Requirements**. Please review the requirements and be prepared to meet said requirements should your organization be selected for a contract. **If selected you must be able to meet these requirement to contract with SFWIB.**

NOTE: Failure to include all of the required proposal components, as described above, may result in a reduced score. The SFWIB will not advise a respondent of disqualification prior to the **Public Review Forum** scheduled for **Tuesday August 1, 2023 at 1:00 p.m.**

8. Operational Documents

Attachment L identifies the required **Operational Documents**. Please review the requirements and be prepared to meet said requirements should your organization be selected for a contract. **If selected you must be able to meet these requirement to contract with SFWIB.**

C. Selection Process

The SFWIB will conduct a review of all proposals received by the deadline. Proposals will be evaluated first to determine whether complete responses were provided for information required by the RFP. Incomplete proposals or those that do not fully address each requirement may be disqualified as non-responsive. A respondent may include additional information and such information may or may not be considered by the SFWIB during the evaluation process.

The evaluation process is designed to assess the respondent's ability to meet the SFWIB's requirements and to identify those respondents most likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner, at a publicly noticed selection committee meeting held in accordance with the Government-in-the-Sunshine Law. The meeting (**Public Review Forum**) is scheduled for **Tuesday August 1, 2023 at 1:00 p.m.** via zoom. Respondents are encouraged to attend the **Public Review Forum**.

Price is an important factor in selecting a respondent. However, other factors in the competitive selection process will be considered and may take precedence over price. These factors may include, but are not limited to, quality of services offered, operating methodologies, administrative capability, previous experience in providing the same or similar services and the ability to achieve the deliverables. The SFWIB may elect not to award a contract to any respondent under this solicitation. If the SFWIB so elects, it will not be responsible for any fee or expenses incurred due to responding to this RFP.

The SFWIB reserves the right to accept one or more portions of competing respondents' responses and use such portions to form an overall program in the best interest of the SFWIB. The SFWIB reserves the right to reject any and all responses or portions thereof. The SFWIB reserves the right to withdraw this solicitation or any portion thereof at any time without prior notice.

The SFWIB reserves the right to contract with successful respondents to the RFP for the procurement of additional Workforce Services at locations other than those indicated in this RFP. The SFWIB also reserves the right to extend the term of any contract entered into resulting from this procurement. Respondents contacted by the SFWIB for procurement of additional services or for an extension of the term of a contract, are not obligated to contract or engage with the SFWIB for the provision of said services.

The table below displays the maximum points the respondent may earn per proposal component.

PROPOSAL COMPONENT	MAXIMUM VALUE
Organizational Experience and Capabilities	10
Technical Narrative	70
Budget	15
Indirect Cost Rate Proposal & Cost Allocation Plan	5
TOTAL SCORE	100

D. Contract Award

The SFWIB may request additional data, or engage in verbal discussions or presentations to support proposals after selecting a respondent(s). A contract or contracts may be negotiated with one or more respondents based upon this RFP.

Final award of a contract or contracts is contingent upon:

- Successful negotiation of a contract between the SFWIB and respondent(s);
- Acceptance by the respondent(s) of the contract terms and conditions;
- Satisfactory verification of past performance and systems (e.g. financial); and,
- Availability of funds.

E. Appeal Process

Respondents will be advised of the SFWIB's appeal process at the **August 1, 2023 Public Review Forum**.

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Part V Contractual Specifications

A. Payment Structure

The Contract awarded shall be a cost reimbursement contract. The SFWIB shall pay the successful respondent(s) up to a total amount that will be agreed upon by the SFWIB and the respondent(s). Said amount will be based on services provided and be subject to the availability of funds. Contract terms may be renegotiated to include any extensions or renewals, to best meet the needs of jobseekers, participants and the SFWIB, available funding and/or to match the respondent's expenditures.

Payment for any contract entered into as a result of this solicitation will be made monthly subject to the receipt of the Contractor's properly completed request for payment. All payments under any fixed rate Contract awarded as a result of this RFP are contingent on completion of the deliverables defined in Section III. Workforce Services Scope of Services.

For cost reimbursement payments, the successful respondent shall request reimbursement for actual, allowable expenditures that are made within the limits of its approved budget line item by submitting a properly completed monthly invoice that includes supporting documentation. Once approved, the SFWIB will pay the invoice in accordance with the SFWIB's policies and procedures.

Note: Respondents who are for-profit organizations shall be awarded profit based upon actual reimbursable costs. Said profit amount shall be calculated and paid in accordance with the specific federal and state laws and regulations applicable to each of the funding streams.

B. Contract Terms and Financial Capacity

Solicitation regulations provide that awards are to be made to organizations with demonstrated ability, including consideration as to whether, as determined by the SFWIB, the organization has:

1. Adequate financial resources;
2. Satisfactory record of integrity, business ethics and fiscal accountability; and
3. Necessary organization, experience, accounting and operational internal controls.

The SFWIB expects that the successful respondent(s) will be capable of operating the solicited programs without any payments for at least **eight (8)** weeks from initial implementation of the contract(s). **Cash advances will not be provided.** Successful respondent(s) must have sufficient resources to await at least eight (8) weeks for payment/reimbursement.

Note: if the SFWIB, at its sole discretion, relocates the awarded workforce services facility to a new facility, the respondent must perform the One Stop Operator services at the new facility.

C. Confidentiality

The successful respondent may handle or have access to confidential participant information, during the Contract term. To the extent required by any applicable federal or state law, or as requested by a regulatory authority or as requested by the SFWIB, the respondent shall keep confidential any and all such information obtained during the course of the Contract.

D. Level 2 Background Screening Requirement

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work**. No later than ten (10) business days **prior to** employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an affirmation/acknowledgement form, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or for employment, pursuant to chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include, fingerprinting for statewide criminal history records checks through the FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify

the SFWIB if it is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of Contractor's staff assigned to the SFWIB's CareerSource center(s) at Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.

3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in chapter 414, Florida Statutes, relating to public assistance fraud or chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, Career Center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an affirmation/acknowledgement form, along with the background screening results to SFWIB's Quality Assurance Coordinator no later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the affirmation/acknowledgement form.
7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an affidavit of good moral character subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to chapter 435, Florida

- Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, a volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest and determine whether the employee, volunteer or subcontracted personnel is eligible for continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB Career Center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, a volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
 9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery** without submitting the affirmation/acknowledgement form.
 10. If the Contractor fails to furnish the SFWIB with the affirmation/acknowledgement form, the SFWIB may withhold further disbursement of funds and this Contract may be subject to termination at the sole discretion of the SFWIB.
 11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the affirmation/acknowledgement form, and affidavit of good moral character. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Article III-Section J, Audit, Inspection and Access to Records**, of this Contract.
 12. The **Level 2** background screening records shall be retained as required herein in accordance with **Article III-Section K, Records Retention**, of this Contract.
 13. The **Level 2 background screening** must be conducted at least **every five (5) years of consecutive employment, and upon re-employment in all circumstances including assignment to a new or different contract**, until cessation of employment, volunteerism, or doing any work for the Contractor.

E. Cancellation Clause

The submission of a proposal does not commit the SFWIB to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services or supplies. The SFWIB may accept or reject any or all responses received as a result of this RFP or cancel and revoke this RFP in whole or in part at any time prior to the award of the Contract. Additionally, the SFWIB may end negotiations if acceptable progress, as determined in the sole discretion of the SFWIB, is not being made within a reasonable timeframe. If any of the aforementioned circumstances occur, the SFWIB shall not be responsible or liable for any costs or expenses related to this RFP and incurred by a Respondent. All contract awards are subject to the availability of funds.

F. Omission from the Specification

The apparent silence of this solicitation and any addendum regarding any details or the omission from the solicitation of a detailed description concerning any point, shall be regarded as meaning that only the highest professional standards are to be maintained and professionalism of the highest quality is expected and shall be utilized at all times.

G. Indemnification

For Florida Governmental Entities. The Respondent shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Respondent's behalf under the Contract, including, but not limited to, DEO staff. The Respondent shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, subject to the extent and within the limitations of section 768.28, Florida Statutes. Further, this indemnification shall only be to the extent of, and within the limitations of section 768.28, Florida Statutes, subject to the provisions of that statute whereby the Respondent shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Respondent or any other governmental entity covered under section 768.28, Florida Statutes, arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Respondent or the Respondent's officers, employees, servants, agents, partners, principals or subcontractors.

All Entities Which are Not Florida Governmental Entities. The Respondent shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers,

employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Respondent's behalf under the Contract, including, but not limited to, DEO staff. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Respondent expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

Term of Indemnification. The provisions of this indemnification shall survive the expiration, termination, or cancellation of the Contract and shall terminate upon the expiration of the applicable statute(s) of limitation.

H. Non-Discrimination and Equal Opportunity

As a condition for the award of financial assistance from the Department of Labor under Title I of the WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Respondent assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;

6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and,
10. Chapter 11A of the Code of Miami-Dade County, Florida, which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Respondent also assures that Respondent will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Respondent’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Respondent makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Respondent understands the United States has the right to seek judicial enforcement of this assurance. The Respondent shall provide a completed Assurances and Certifications as referenced in **Attachment L (Operational Documents)**.

I. Operating Requirements

A respondent shall adhere to all of the SFWIB’s policies and procedures. Copies of said policies and procedures will be provided after a Contract is awarded. Site visits may be conducted to determine whether the successful respondent(s)’ fiscal and administrative systems satisfy its contractual obligations. On-site reviews of

programmatic, administrative, and fiscal capabilities will include, but may not be limited to, the following:

Operational Status: The Respondent must be an incorporated organization or a governmental entity that has been operating **for at least two (2) years**.

Funding Reserve: The Respondent must be able to document that it is currently receiving and expects to continue receiving for the next fiscal year, **at least twenty percent (20%) of its requested budget from non-federal and non-state (Florida) sources**. This required twenty percent (20%) shall be applicable irrespective of any amendments made to the Contract. This requirement helps to ensure respondent can adequately assume liability for program costs in instances where an audit identifies disallowed costs. The only exception to this requirement may be made in the case of government agencies.

Fiscal Review: The respondent must be able to meet the SFWIB's fiscal capability requirements through a review, which may be on-site, of fiscal systems, including documentation of fiscal accountability with previously operated programs, through the submission of copies of the respondent's most recent independent audit report and management letters, if applicable, and evidence that the respondent:

- ✓ has an established system of internal controls;
- ✓ maintains a complete set of books;
- ✓ closes the books at the end of each month;
- ✓ has a monthly trial balance prepared;
- ✓ has a bank account with pre-numbered checks that require two signatures;
- ✓ has a written Employee Procedures Manual;
- ✓ has a written Accounting Procedures Manual;
- ✓ has procurement procedures;
- ✓ maintains personnel files;
- ✓ maintains time and attendance records; and
- ✓ has general liability, bonding, and workmen's compensation insurance in a form and in amounts deemed sufficient by the SFWIB.

If a respondent is approved for funding and does not have an independent audit for review, the respondent will be given up to ninety (90) days (from the date the funding is approved by the SFWIB) to provide the required independent audit report. Contract execution will be deferred until the required independent audit report is submitted and accepted by the SFWIB.

Programmatic and Administrative Review: The respondent must be able to meet the SFWIB's programmatic and administrative capability requirements through a review process, which may be on-site. The review includes an inspection of staff resumes, facilities and equipment (if appropriate), insurance, documentation of the agency's past performance in meeting training and employment goals, past programmatic quality assurance reviews, and other relevant documentation.

J. Collusion

Where two (2) or more related parties, as defined herein, each submit a bid for any Contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. "Related

parties” shall mean the respondent or the principals, corporate officers, and managers thereof which have direct or indirect ownership interest in another respondent for the same contract. Furthermore, any prior understanding, agreement or connection between two or more corporations, firms or persons submitting a bid for the same materials, supplies, services or equipment shall also be deemed collusive. Bids found to be collusive shall be rejected. Respondents who have been found to have engaged in collusion may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default. The Respondent shall submit a completed **Non-Collusion Affidavit** as referenced in **Attachment L, (Operational Documents)**.

K. Fraud or Misrepresentation

In addition to any other rights and remedies provided by law or under the Contract, any individual, corporation or other entity that attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The SFWIB, as a further sanction, may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of the contract, including attorneys' fees.

L. Florida Public Records Law

Respondents are hereby notified that after opening of bids in compliance with chapter 119, Florida Statutes; the “Florida Public Records Law”, all information submitted as part of, or in support of bid submittals will be available for public inspection. The respondent shall not submit any information in response to this RFP which the respondent considers to be a trade secret, proprietary or confidential. The submission of any information to the SFWIB in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the respondent.

M. Code of Business Ethics

Each person or entity that seeks to do business with the SFWIB shall adopt a Code of Business Ethics and shall, prior to the execution of any Contract between the respondent and the SFWIB, submit a completed **Business Ethics Affidavit** as referenced in **Attachment L, (Operational Documents)**, stating that the respondent has adopted a Code that complies with the requirements of section 2-8.1 of the Code of Miami-Dade County, Florida. Any person or entity that fails to submit the required affidavit shall be ineligible for a contract award. The Code of Business Ethics shall apply to all business that the Respondent does with the SFWIB and shall, at a minimum, require the Respondent to comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance. The failure of a Respondent to comply with its Code of Business Ethics shall render any contract between the Respondent and the SFWIB voidable, and subject violators to debarment from future work with the SFWIB pursuant to section 10-38(h)(2) of the Code of Miami-Dade County, Florida.

N. Verification of Employment Eligibility (E-Verify)

E-Verify is an Internet-based system that allows an employer, using information reported

on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractors must also include in all subcontracts the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Contractor may be liable for any additional costs incurred by the SFWIB resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.