



**REQUEST FOR PROPOSAL  
FOR  
ONE-STOP OPERATOR, CAREERSOURCE SOUTH FLORIDA**

**RFP-SFWIB-23-OSO-01**  
**Date Issued: December 15, 2023**  
**DEADLINE FOR SUBMISSION: January 16, 2024**

**Submit Responses Electronically Only to:**  
**CareerSource Research Cost (CSRC)**  
[proposals@careersourcerc.com](mailto:proposals@careersourcerc.com)

CareerSource Research Coast is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.  
For program funding details in compliance with the Stevens Amendment, please visit [www.careersourcerc.com/program-funding](http://www.careersourcerc.com/program-funding).

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## **Part I – General Information**

### **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 (LWDBs) 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 (LWDAs). The SFWIB is designated as the administrator for LWDA 23, which encompasses Miami-Dade County. Through its 9 CareerSource centers and 9 college campus 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 Miami-Dade County, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. The SFWIB Board of Directors 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 of Directors 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 SFWIB'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 SFWIB, its members and approved policies is located on the SFWIB website at [www.careersourcesfl.com/index.php/board/](http://www.careersourcesfl.com/index.php/board/).

### **B. 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 SFWIB's major newspapers and posted on the SFWIB website, <https://www.careersourcesfl.com>.

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### **C. Background of Legislation for the Purpose of the Request for Proposal (RFP)**

The Workforce Innovation and Opportunity Act (WIOA) sets forth a vision for the workforce development system to operate as a comprehensive, integrated, streamlined system that aligns with the needs of business and is a force in helping stimulate local economies. Therefore, under WIOA, the Career Centers are required to partner with a range of federally funded employment and training programs to promote the coordination of services on behalf of job seekers and businesses. The programs and funding streams already integrated and delivered through SFWIB's Career Centers are as follows:

- WIOA Title 1 Adult, Dislocated Worker, and Youth Programs
- Wagner-Peyser Employment Services
- Local Veterans' Employment Programs
- Disabled Veterans' Outreach Programs
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- Welfare Programs
- Migrant and Seasonal Farmworker Programs

Other mandated partners are as follows:

- Family Literacy and Adult Education Act
- Vocational Rehabilitation
- Career and Technical Education
- Community Services Block Grant
- Second Chance Act
- Department of Housing and Urban Development

Inclusive of the requirements under WIOA is the necessity to competitively select a One-Stop Operator (**OSO**) to support the implementation of services with the career center system locally. Therefore, local workforce development boards are required to define the role of an **OSO** and competitively procure the entity or entities as set forth in sec. 121 (d) (2) (a) of WIOA. The **OSO** may be a single entity or multiple entities working together to form a consortium operator. The **OSO** may be for profit, non-profit, private, or public. SFWIB, per 20 CFR § 678.620 requires, at a minimum, that the **OSO** must coordinate the service delivery of the required one-stop partners and service providers.

### **D. Who May Apply**

Eligible proposers must meet one of the following criteria:

- The One-Stop Operator must be a single entity or multiple entities working together to form a consortium. If the consortium is comprised of One Stop Career Center partners, it must include a minimum of three (3) One Stop Career Center partners in 20 CFR 678.400.
- A public, private, for-profit, or non-profit organization.
- An institution of higher education.
- A government agency.
- A community based, non-profit organization.

## E. One-Stop Operator Qualifications

SFWIB seeks a Proposer that meets the following qualifications:

- Possess a strong business acumen and professional presence.
- Strong, demonstrated experience (3-5 years) facilitating large, diverse stakeholder groups to a common goal or outcome is expected. The ability to remain a neutral facilitator will be critical.
- Ability to work with various demographics in the Miami-Dade county LWDA.
- An understanding of the Workforce Innovation and Opportunity Act. Similarly, a general understanding of the local workforce system and its stakeholders is preferred.
- Has contracted to provide services similar in nature and complexity, with at least one organization, within the past three (3) years.
- Experience in meeting agenda development, planning, and execution.
- Ability to work closely with SFWIB Administrative staff to monitor the system's strategic objectives and make recommendations for system continuous improvements.
- Be licensed to conduct business in the State of Florida.

SFWIB requires that entity must be organized in accordance with State and Federal law and in business for at least 1 year. No person, affiliate, or entity may submit a response or be awarded under contract if:

- Placed on the convicted Proposer list following a conviction for a public entity crime, for a period of 36 months from the date of being placed on the convicted Proposer list.
- Has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency.
- 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, programs, or services.
- Previous contract(s) with the SFWIB have been terminated for cause.

## F. Contract Term

Responses to this RFP are to be used to determine the best-qualified Proposer and will be the basis for negotiating a contract. The contract, if awarded, will be a term of four (4) years as a one (1) year contract to be renewed annually based upon performance. Renewal will be the option of SFWIB and its Board of Directors.

## G. Funding

SFWIB has approved funding in the amount not to exceed, \$150,000.00, per year, with an estimated total hour worked for the project not to exceed 1,040. The Proposer is responsible for providing a reasonable and fair cost for services. SFWIB reserves the right to negotiate amounts based on the entity's experience, ability to begin the project and understanding of the initiative.

## H. Additional information

- CareerSource Florida - <http://careersourceflorida.com/>
- Department of Florida Commerce - <http://www.floridajobs.org/>
- CareerSource South Florida - <https://www.careersourcesfl.com/>
- U.S. Department of Labor Employment and Training Administration - <https://www.doleta.gov/WIOA/FactSheet.cfm>
- Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
- CareerSource Florida Administrative Policy 097 – *One-Stop Operator Procurement*

## I. General Proposal Instructions

CareerSource Research Coast (CSRC), through its competitive procurement process, is soliciting proposals to select an organization(s) to serve as a One-Stop Operator for the SFWIB. Respondents to this RFP shall articulate their plans of action to act as the One-Stop Operator. Proposers are advised to read this entire RFP before preparing and submitting a proposal. Proposals which do not follow the format, do not include all the minimum requirements specified in this RFP or are not submitted by the due date will not be considered for funding.

CSRC and/or SFWIB will provide clarifying information about this request only. They are not available for technical assistance or advice. All questions regarding the RFP must be submitted via email to [proposals@careersourcerc.com](mailto:proposals@careersourcerc.com) Questions must be submitted by **January 10, 2024**. Answers to all questions received will be posted to the <https://www.careersourcesfl.com> within 48 business hours. This is a competitive procurement. Employees will not provide any information from other proposers/proposals or other costs associated with similar or like projects, either current or in the past.

Please show the solicitation number **SFWIB-23-OSO-01** and the name and address of the proposer on the cover page. One (1) electronic copy on company letterhead must be emailed to [proposals@careersourcerc.com](mailto:proposals@careersourcerc.com) before 5 p.m. EST on **January 16, 2024**.

Proposals may be modified or withdrawn via email notification. Modifications must be received at the above email address prior to the date specified for receipt of proposals. No modifications will be accepted after the date and time noted above. Withdrawals will be accepted any time prior to execution of a contract.

All proposals must conform to the proposal format described below in this document and contain all the requested information and attachments **including three (3) references**.

Proposers are encouraged to keep proposals concise and to the point. Elaborate brochures are not wanted. The proposal and all attachments are to be standard size (8 1/2 x 11). CSRC will not furnish any materials, offer of labor/facilities for either the development of a proposal or completion of the desired project unless otherwise provided for in this RFP.

## J. Proposal Format

Proposals in response to this RFP shall adhere to the format outlined below:

1. Cover Letter: A cover letter with the RFP solicitation number and subject that includes a statement that the entity understands the scope of services for the One-Stop Operator and a total price quote to perform the work identified for an annual contract period of March 1, 2024, through June 30, 2025. The contract can be renewed for up to three (3) additional years based on successful performance. The name of the entity, local address, phone number, fax number/e-mail address and name of the contact person should also be included.
2. Proposal Narrative: A narrative of not more than three (3) pages that outlines the following information: a) the entity's understanding and experience in workforce development, the local workforce system and of WIOA; b) overview of the entity's previous experience facilitating stakeholder groups to common goals/objectives; c) explanation of the approach to providing each of the One-Stop Operator responsibilities (refer to PART III – One-Stop Operator Scope of Services of this RFP) and other information, experience, deemed relevant to this proposal.
3. License Information: Provide a copy of your state of Florida business license.
4. Budget Information: Provide a total cost for the delivery of the services described in PART III – One-Stop Operator Scope of Services, as well as budget detail by line item.
5. Completed Relationship Disclosure Form: (Attachment A)
6. List of and Contact Information of Three (3) References
7. Signed Sub-Recipient General Provisions, Certifications and Assurances: (Attachment D)

## Part II - RFP Calendar and Process

### A. Solicitation Timetable

RFP Events	COMPLETION DATE		
	Day	Date	Time
RFP Issued	Friday	December 15, 2023	8:00 a.m.
Deadline for Request for Clarification Inquiries	Wednesday	January 10, 2024	5:00 p.m.
Deadline for Receipt of Proposals	Friday	January 19, 2024	5:00 p.m.
Recommendations presented at the SFWIB Board Meeting	Thursday	February 15, 2024	8:30 a.m.
Execution of Letter of Intent/Contract	Friday	March 1, 2024	
Contract Start Date	Friday	March 1, 2024	

CSRC, in its sole discretion, may change the schedule provided in the solicitation timetable, without further notice. Thus, the Proposer is responsible for routinely checking the SFWIB website at [www.careersourcesfl.com](http://www.careersourcesfl.com) for amendments to the schedule.

### B. Request for Clarification

Proposer(s) shall submit, via e-mail, all questions regarding the clarification of any requirement or procedure to [proposals@careersourcerc.com](mailto:proposals@careersourcerc.com) no later than 5pm on **January 10, 2024**.

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

Questions concerning this RFP must be submitted, via email (with Subject: **SFWIB-23-OSO-01** Questions), to the following email address: [proposals@careersourcerc.com](mailto:proposals@careersourcerc.com). Questions must be received no later than the time and date reflected in Part II – RFP Calendar and Process). All questions submitted shall be published and answered in a manner that all Proposers will be able to view in accordance with the timetable.

### **C. Conditions of Proposal**

The following conditions are applicable to all proposals:

- CSRC reserves the right to reject any and all proposals, in whole or in part, and to accept any proposal that is deemed most favorable to CSRC at the time and under the conditions stipulated in this RFP.
- Non-conforming proposals will be considered non-responsive and are subject to return without review; however, CSRC reserves the right to waive informalities and minor irregularities in the proposals received.
- CSRC reserves the right to request additional information from proposers for clarification or to allow corrections of errors or omissions.
- All proposals are subject to negotiation by CSRC.
- CSRC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the entity of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSRC and the entity selected.
- All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by CSRC. The Proposer must, at their own expense, obtain all necessary permits and pay all licenses, fees, insurances, and taxes required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under the proposed contract.

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## Part III - One Stop Operator Scope of Services

### A. One-Stop Operator (OSO)

The One-Stop Operator's, in a consultant role, major function will be the coordination of the service delivery among the required One-Stop Partners (as described in Section B of this RFP) and their programs. The One-Stop Operator will be responsible to navigate between the One-Stop Partners to ensure there is coordination of service delivery for employers and job seekers within the SFWIB One-Stop System. The One-Stop Operator will be responsible to:

1. Understand the mission, vision, and service delivery requirements of the required one-stop partners to align with SFWIB priorities and services better strategically.
2. Review, update, and track all Memorandum of Understandings (MOUs) and Infrastructure Agreements (IFAs) to maintain compliance.
3. The **OSO** will be responsible for monitoring the infrastructure cost responsibilities of the required partners to provide for the maintenance of the Comprehensive One-Stop Career Center as outlined in the Quarterly Cost Reconciliation and Allocation Base Section of the Infrastructure Agreement.
4. Work with SFWIB designated staff to support building relationships with the required partners of the designated Comprehensive One-Stop Career Center and track implementation of the activities and services as outlined in the MOUs.
5. Assure the local One-Stop System has at least one comprehensive One-Stop Career Center that meets the required certification criteria and is compliant with State and Federal Regulations.
6. Facilitate agreement and support the development of a mutual client assessment and referral process; an agreed upon data sharing process; and a mechanism to capture performance between all partners.
7. Provide oversight and ongoing communication with the required partners to ensure referrals and related data sharing are followed through on a timely basis
8. Track and report service provider operational and programmatic performance for all Career Centers.
9. Review relevant information provided by the state, federal government, and the required One-Stop partners to monitor the SFWIB One-Stop System's compliance and performance.
10. Coordinate and convene quarterly meetings with all designated partners and SFWIB to share information, discuss strategies to positively impact employment outcomes for shared clients, and problem-solve collaboration issues.
11. Conduct, at a minimum, six site visits of the Comprehensive One-Stop Career Center during each Program Year, July 1<sup>st</sup> through June 30<sup>th</sup>. These visits will include interviews with SFWIB Management as well as the representatives of the required partner agencies.
12. Identify and recommend practices that encourage the designated Comprehensive One-Stop Career Center partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment, training, and education services.
13. Manage, track, and oversee a customer satisfaction initiative for the services provided through the SFWIB Career Center System. Customer satisfaction reports are to be generated on an agreed upon schedule. The **OSO** will be responsible for reviewing customer comments, identifying trend data, and making continuous improvement recommendations to the SFWIB Management team.
14. Submit written, quarterly reports to the CareerSource South Florida Board of Directors. The reports should include:
  - A detail of the duties performed by the **OSO** during the quarter
  - Observations made regarding the collaboration between the required One-Stop System Partners
  - Recommendations to improve the One-Stop partner's integrated service delivery to customers.
  - The identification of best practices

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

<b>CareerSource Center</b>	<b>Address</b>
Hialeah Downtown	240 E. 1 <sup>st</sup> Ave, Suite 222 Hialeah, FL 33010
Little Havana	5040 NW 7 <sup>th</sup> Street, Suite 500 Miami, FL 33126
Northside/Floral Heights	7900 NW 27 <sup>th</sup> Ave, Suite 200 Miami, FL 33127
North Miami Beach	801 NE 167 <sup>th</sup> St. Miami, FL 33162
West Dade	8485 Bird Road, 2 <sup>nd</sup> 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
Key Largo	106040 Overseas Highway 2nd Floor – Room 225 Key Largo, FL 33037
Key West	5901 College Road Bldg. #15 Key West, FL 33040

<b>CareerSource College Campus Centers</b>	<b>Address</b>
MDC North Campus	North Campus – 1011-06
MDC Wolfson Campus	Wolfson Campus – 4102
MDC Padron Campus	Padron Campus - 1107-02
MDC West Campus	West Campus – 1333
MDC Medical Campus	Medical Campus – 1113
MDC Kendall Campus	Kendall Campus – R243
MDC Homestead Campus	Homestead Campus – A107
MDC Hialeah Campus	Hialeah Campus – 2101
Florida Memorial University	William Lehman Bldg.

## **B. Additional Requirements**

### **1. Monitoring**

WIOA requires the Local Workforce Development Board (LWDB) to conduct monitoring of its **OSO**. Oversight and monitoring are an integral function of the States and LWDBs to ensure the **OSO's** compliance with the requirements of WIOA, the activities per the Statement of Work, performance reporting requirements, and the terms and conditions of the contract or agreement governing the **OSO**. The LWDB must measure, track, and monitor performance, service deliverables, and achievement of program or performance measures.

The SFWIB Board of Directors must ensure that the **OSO** do the following:

- a. Disclose any potential conflicts of interest arising from the relationships of the **OSO** with training service providers or other service providers, including but not limited to, career services providers.
- b. In coordinating services and serving as an **OSO**, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- c. Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

An entity serving as an **OSO**, that also serves a different role within the one-stop delivery system, may perform some or all these functions when it is acting in its other role if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR § 679.430 for demonstrating internal controls and preventing conflict of interest.

## 2. **Confidentiality and Disclosure**

The **OSO** shall comply with applicable requirements of the “Sunshine Law” regarding official activities of the local board.

The **OSO** will keep all documents and other information related to the one-stop operator services confidential. Such information will only be disclosed to designated members of the Miami-Dade Board of County Commissioners, the SFWIB Board of Directors, and appropriate CareerSource South Florida staff. Other than these exceptions, the operator will not publish, reproduce, or otherwise divulge such information, completely or in part, nor authorize or permit others to do so.

The **OSO** shall comply fully with all security procedures of the United States, state of Florida, and the SFWIB Board of Directors in performance of the contract. The **OSO** shall not divulge to third parties any confidential information obtained by the contractor or its agents, distributors, resellers, subcontractors, officers, or employees while performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the state of Florida or the SFWIB.

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## Part IV - Evaluation Process and Selection Criteria

### A. Initial Technical Review

All timely proposals received will be reviewed by CSRC's employees to determine if they are responsive and if the proposals are eligible for further consideration. Proposals may be judged nonresponsive and removed from further consideration if the proposal is not received timely in accordance with the terms of this RFP; does not follow the specified format; does not include the required certifications; and is not adequate to form a judgment by the reviewers that the proposal meets the needs of CSRC and the intent of this RFP.

### B. Review by RFP Review Team

An RFP Review Team (TEAM) consisting of members of CSRC's employees will be organized to review and rate proposals. This TEAM will review proposals successfully passing the initial technical review. Proposals will be evaluated using a point system. (See Attachment F - Rating Sheet for RFP - **SFWIB-23-OSO-01**). The Team will review and discuss their evaluations of all proposals, combine the individual scores, and arrive at a composite technical score for each proposal. These scores will be used to determine the most advantageous proposal for SFWIB.

The TEAM recommendation will be presented to the CareerSource South Florida Executive Committee, and upon approval, the recommendation will be forwarded to the CSSFL Board of Directors on the date/time as indicated in PART II – Calendar and Process, Section A – Solicitation Timetable.

The SFWIB Board of Directors will decide to accept, reject, or accept with modifications the recommendation of the CareerSource Research Coast TEAM.

The approval of a proposal does not provide approval for any proposed cost, term, and/or condition.

Final award of an agreement is contingent upon successful negotiation of an agreement, and acceptance by the respondent of the agreement terms and conditions.

### C. Small and/or Minority-Owned Businesses

Efforts will be made by CSRC to utilize local small business, minority, veteran, or women-owned businesses. A Proposer qualifies as a small business firm if it meets the definition of "Small Business" as established by the Small Business Administration (13 CFR 21.3-8) by having average annual receipts for the last three fiscal years of less than four million dollars.

### D. Proposal Acceptance/Protest

This request for proposal does not obligate SFWIB to award a contract. CSRC reserves the right to accept or reject any or all proposals received. The contract, if awarded, will be for four (4) years with a one (1) year contract to be renewed annually (July 1 – June 30) based upon successful performance.

Any award resulting from this request will be based on the entity's stability and experience related to this RFP, the entity's ability to handle the tasks noted in this RFP and the entity's cost.

CSRC reserves the right to waive informalities and minor irregularities in offers received.

Before a contract is offered, the Proposer must submit the required certifications provided in this packet. **If you are unable to provide this information, please do not submit a proposal.**

SFWIB may award a contract based on initial proposals received without negotiation of such proposals. Therefore, each initial proposal should be submitted on the most favorable price and technical terms. CSRC reserves the right to request additional information, oral discussion, or presentation in support of proposals submitted.

If an award is made, the contract will be a cost-reimbursement contract, as needed. Services will be implemented

only upon notification from SFWIB. Payment for services rendered will be made only when costs have been incurred and documentation of all costs are received and verified.

All Proposers have the right to protest the award. Parties wishing to protest a contract award may submit their objections in writing within 10 days of the award date to the President/CEO of SFWIB who will provide the information to SFWIB's Board. This board will investigate the complaint and issue a written finding and resolution to the protesting party within 45 days of the receipt of the complaint.

This protest procedure provides recourse to Proposers who believe that their proposal did not receive proper consideration. Proposers entering a protest should be prepared to document specific factors that put the aggrieved Proposer at a competitive disadvantage and/or document violations of specific sections of state or federal regulations, CareerSource Florida, Inc., and the procedures set forth by this RFP. SFWIB reserves the right to refuse to consider an appeal that does not identify specific procedural shortcomings.

#### **E. Negotiations**

A contract will be negotiated with the first ranked Proposer, and if negotiations are successful, that Proposer will be recommended to CSRC Board of Directors for award. In the event negotiations are not successful, negotiations with that Proposer will be terminated and negotiations begun with the second ranked Proposer and so forth until negotiations are successfully completed to the satisfaction of CSRC or until all acceptable proposals have been rejected.

#### **F. Notification of Award**

Upon conclusion of final negotiations with the successful Proposer, all Proposers will be notified in writing of their status. The final award decision will be made no later than **February 15, 2024**. Contract negotiations may commence any time following that date and are to be completed by **March 1, 2024**, with the execution date of contract to begin July 1, 2024.

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**A. Relationship Disclosure Form**

This form must be completed by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by CareerSource Research Coast.

**Part I: Information on Proposer**

Legal Name of Proposer: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Part II:**

Is Proposer a relative of any CareerSource Research Coast principal?  Yes  No

Is any CareerSource Research Coast principal an employee of proposer?  Yes  No

Is Proposer an employee of any CareerSource Research Coast principal?  Yes  No

Is Proposer a business associate of any CareerSource Research Coast principal?  Yes  No

If you responded "Yes" to any of the above questions, please state with whom and explain the relationship (use additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part III: Original Signature Required**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date of which CareerSource Research Coast awards a contract for youth services. In accordance with s.837.06 Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s.775.082 or s.775.083, Florida Statutes.

\_\_\_\_\_  
Printed Name/Title of Person Completing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## B. WORKER'S COMPENSATION RELEASE

This unconditional release, waiver and hold harmless agreement is given by the undersigned to the South Florida Workforce Investment Board (SFWIB), as a specific condition of the undersigned performing work for the SFWIB as an independent Contractor. It is the intent of the undersigned that the SFWIB rely on the statements made herein as being true, correct and all representations are predicated on the personal information and knowledge of the undersigned.

1. The undersigned is retained by the SFWIB, as an independent Contractor as that term applies in the state of Florida and as interpreted by the Internal Revenue Code, as amended. The undersigned is in no way connected with, an employee of, or otherwise related to the SFWIB, in any manner except by and through an independent Contractor relationship.
2. The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the SFWIB shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.
3. The undersigned for him/herself, his/her heirs, successors, assigns, employees, agents, subcontractors, employees of subcontractors and all of their successors, heirs, assigns and agents, warrants that no one shall file a claim for Worker's Compensation benefits by, through or against the SFWIB for which the Contractor has been engaged through a contract to perform services.
4. The undersigned hereby agrees to indemnify, defend, save, and hold harmless, the SFWIB from any and all liability of any nature whatsoever, without limitation, arising out of any Worker's Compensation claim filed by the undersigned, its employees, agents, heirs, successors, subcontractors, or the agents, employees, heirs or successors of such subcontractors and employees. This hold-harmless agreement shall include, but not be limited to, the cost of judgment, settlement, investigation, attorney's fees, court costs and the like. It is specifically intended that this hold harmless agreement be broad in scope and without limitation, such that SFWIB is protected to the greatest extent allowed by law from any such claims.
5. The undersigned, for him/herself, his/her agents, employees, heirs, successors, assigns, subcontractors and the employee's, agents, successors or assigned of such subcontractors and employees hereby releases the SFWIB from any and all claims for Worker's Compensation Liability, or any other liability arising out of any injury on the job, without limitation or reservation.
6. This waiver, release and hold harmless agreement is given by the undersigned to the SFWIB in contemplation of, and for the specific purpose of, releasing the SFWIB from any and all liability of any nature whatsoever resulting from injuries on the job-, or work-related injuries, or worker's compensation claims under the laws from the state of Florida as same may exist from time to time. It is specifically understood that the SFWIB shall have no such liability, and further that the undersigned is fully accepting, all such responsibility and liability.
7. This agreement is given freely, voluntarily, knowingly, and intentionally by the undersigned without the exercise of force, coercion, or undue influence by the SFWIB or any of its agents, employees, officers, or any other person acting for, or on behalf of the SFWIB. The undersigned knows and understands the intent of this agreement and is aware of the legal implications of the same, and has had the advice of counsel, or alternatively has waived the advice of counsel and is proceeding notwithstanding same.
8. This agreement shall be construed in accordance with the laws of the state of Florida as may exist from time to time. The parties hereto agree to venue and jurisdiction in the courts of Miami-Dade County, Florida for the resolution of all disputes connected hereto. In any event of any litigation to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover actual attorney's fees and costs.

9. The foregoing terms and conditions constitute the entire agreement by and between the parties hereto. Any representations not contained herein shall be of no force or effect and shall be null and void.
10. In the event a court of competent jurisdiction shall determine any term or condition to be illegal, or otherwise unenforceable, the remaining terms and conditions of this agreement shall be given full force and effect to the greatest extent possible to carry out the stated intent of the parties.

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Contractor

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Name and Title of Certifying Representative

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Signature of Certifying Representative

---

Date



## C. PROPOSER CONTRACT CERTIFICATIONS

On behalf of the Proposer:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Proposer.
- B. The individual signing certifies that the Proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Proposer.
- C. The individual signing certifies that he/she has read and understands all the information in this agreement, including the information on the programs/grants/contracts/regulations and laws. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the contract.
- D. The individual signing certifies that the Proposer and any individuals to be assigned to the agreement do not have a record of substandard work or found in violation of any state standards. If the Proposer or any individual to be assigned to the agreement has been found in violation of any state or professional standards at any time, this information must be disclosed.
- E. The individual signing certifies that the Proposer and any individuals to be assigned to the agreement have not been disbarred or suspended under Federal or state rulings from participating in receipt of funds under the agreement. The individual signing must also certify that the organization will not enter into contracts with subcontractors who are debarred or suspended from these transactions, nor are they presently retained by any of the SFWIB's current service providers.
- F. The individual signing certifies that the Proposer will not use contract funds to lobby and will freely sign the attached Byrd Anti-Lobbying Certification (**Attachment D - #5**).
- G. The individual signing certifies that the Proposer carries Worker's Compensation coverage for its employees and will freely sign the attached Worker's Compensation Release form (**Attachment B**).
- H. The individual signing certifies as to the Proposer's Federal Employer's Identification Number (FEIN) and will provide the number to SFWIB's Financial Department.
- I. The individual signing certifies that the Proposer is bound by federal, state, or local affirmative action/EEO rules and that it has filed all required EEO reports to cognizant government agencies.
- J. The individual signing certifies that if there is a subcontract or partnership effort it must be fully explained and that signed certifications will be required by the SFWIB from the principals of all firms.
- K. The individual signing certifies that the Proposer can submit proof of business licensure if selected.
- L. The individual signing certifies that the Proposer will comply with the requirements of the South Florida Workforce Investment Board's General Provisions & Assurances (**Attachment D**).

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Proposer

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Name and Title of Certifying Representative

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Signature of Certifying Representative

---

Date

## D. GENERAL PROVISIONS AND ASSURANCES

This attachment is part of the Subrecipient agreement held between The South Florida Workforce Investment Board, Inc. d/b/a CareerSource South Florida (CSSFL) and Subrecipient for described in the Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

### 1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Subrecipient with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265 and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Subrecipient agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

### 2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Subrecipient certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

### 3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation & Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States based on race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I- Financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, prohibits discrimination based on age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities; and

The Subrecipient also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

For contracts more than \$10,000, the Subrecipient will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and supplemented on Department of Labor regulations at 41 CFR Chapter 60.

**4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE**

Clean Air and Water Act: When applicable, if this Contract is more than \$100,000, Subrecipient shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Subrecipient shall report any violation of the above to the contract manager. Energy Efficiency: The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Subrecipient will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Subrecipient shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is more than \$100,000, Subrecipient must, prior to contract execution, complete the Certification Regarding Lobbying Form.

**6. CONFIDENTIALITY**

It is understood that the Subrecipient shall maintain the confidentiality of any information, regarding CSSFL customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Subrecipient shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSSFL for purposes related to the performance or evaluation of the Agreement may be divulged to

CSSFL or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the CSSFL. No release of information by Subrecipient, if such release is required by Federal or State law, shall be construed as a breach of this Section.

**7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

CSSFL, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

**8. MONITORING**

At any time and as often as CSSFL, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Subrecipient shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Subrecipient expense, at reasonable locations as determined by CSSFL. Subrecipient shall

respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CSSFL.

## **9. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
- b. CSSFL may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. CSSFL may unilaterally terminate this modified agreement at any time that it is determined that:
  - i. Subrecipient fails to provide any of the services it has contracted to provide; or
  - ii. Subrecipient fails to comply with the provisions of this modified agreement; or
  - iii. Such termination is in the best interest of CSSFL.
- d. Written notification of termination must be by registered mail, return receipt requested.

If Subrecipient disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CSSFL Executive Committee, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Subrecipient shall be liable to CSSFL for damages sustained for any breach of this modified agreement by the Subrecipient, including court costs and attorney fees, when cause is attributable to the Subrecipient.

In instances where Subrecipient violates or breaches modified agreement terms, CSSFL will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

## **10. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

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

## **11. PUBLIC ENTITY CRIMES**

Subrecipient shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Lessor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Lessor, supplier, sub-Lessor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Lessor list.

## **12. THE PRO-CHILDREN ACT**

Subrecipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education, or library services on a routine or regular basis, to children up to age 18.

**13. PROCUREMENT OF RECOVERED MATERIALS**

Subrecipient agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

**14. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

**15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

**16. E-VERIFY**

Subrecipient warrants and represents that it complies with section 448.095, F.S., where the state of Florida expressly requires the following:

- i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person’s employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee’s employment eligibility upon the renewal or extension of his or her contract. As of July 1, 2023, all private employers in Florida with 25 or more employees will be required to use E-Verify, the federal government's database for verifying work authorization.

**17. FREE SPEECH AND RELIGIOUS LIBERTY**

Subrecipient agrees to the follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

Subrecipient Name: \_\_\_\_\_

Authorized Representative  
Printed Name & Title: \_\_\_\_\_

Authorized Representative  
Signed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

**E. INITIAL TECHNICAL REVIEW – ONE-STOP OPERATOR - RFP-SFWIB-23-OSO-01**

PROPOSER: \_\_\_\_\_

Did the proposal meet all of the following criteria? If not, the proposal may not be submitted for further review.

Proposal was received by submission deadline – on/before 5:00 p.m. on July 14, 2023? Yes  No

Proposal included one electronic version, with signature(s) in blue ink? Yes  No

Proposal was submitted in proper format. Yes  No

Proposer included three (3) current references? Yes  No

Proposer provided a budget as requested? Yes  No

Proposer indicated a financial relationship with CSSFL Board of Directors, and the relationship is a conflict of interest? Yes  No

Proposer is licensed to conduct business in the state of Florida? Yes  No

**Employees Review Results:**

Proposer has previously provided services to CSSFL, or other similar government funded programs? Yes  No

If yes, employees will prepare a statement to indicate past program performance, cost, and note any outstanding issues. All outstanding issues must be resolved prior to consideration of a new contract. Yes  No

References were contacted by CSRC’s employees, and the information indicates the provider is capable of delivering the services requested?

Yes  No

**FORWARD TO THE RATING COMMITTEE**

**Yes  No**

Technical Review Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

F. RATING SHEET FOR RFP-SFWIB-23-OSO-01

PROPOSER: \_\_\_\_\_

DATE RATED: \_\_\_\_\_ SCORE: \_\_\_\_\_ RANK: \_\_\_\_\_

**SCORING:** Total Possible Score: 120

**Raters:** Evaluate each of the following areas and record your response (score) in the blank provided at the end of each question or statement. Explain your evaluation in the Comments.

**RATING CRITERIA**  
**SCORE**

- 1. The entity demonstrates an understanding of the workforce system and the role of the One-Stop Operator as defined by WIOA.

\_\_\_\_\_

More Than Adequate ..... Not Adequate  
20 15 10 5 0

Comments: \_\_\_\_\_  
\_\_\_\_\_

- 2. The entity has contracted to provide services similar in nature and complexity.

\_\_\_\_\_

Experienced.....NoExperience  
10 8 5 3 0

Comments: \_\_\_\_\_  
\_\_\_\_\_

- 3. The entity has previous experience building relationships among stakeholders to achieve objectives.

\_\_\_\_\_

Experienced .....No Experience

20 15 10 5 0

Comments: \_\_\_\_\_  
\_\_\_\_\_







