



SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

REQUEST FOR PROPOSALS (RFP)

FOR

REFUGEE EMPLOYMENT & TRAINING SERVICES

Release Date: August 29, 2018

All proposals shall be submitted by 1:00 p.m. EDT, September 21, 2018

Submit Responses to:

**South Florida Workforce Investment Board Headquarters
CareerSource South Florida, Reception Desk,
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126**

CareerSource South Florida 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.

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Part I **Invitation**

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

The South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB, CareerSource, or Board), Local Workforce Development Board (LWDB), Local Workforce Development Area (LWDA) 23 (Miami-Dade and Monroe Counties), is one of 24 LWDB in the State of Florida. Through its 14 CareerSource centers located across the area in Miami-Dade and Monroe Counties, 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 of the State of Florida, 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.

B. Refugee Employment and Training (RET) Program Background

The Florida Department of Children and Families' (DCF) Refugee Services Program, funded by the Office of Refugee Resettlement (ORR) within the United States Department of Health and Human Services, provides for the effective resettlement of refugees and assists them in achieving economic self-sufficiency. DCF has authority to administer the refugee assistance program in accordance with the Refugee Act of 1980, Pub. L. No. 96-212 as amended, Title 45 of the Code of Federal Regulations (CFR). Part 400 (Health and Human Services Refugee Resettlement Program), 45 C.F.R. Part 401 (Cuban / Haitian Entrant Program), § 402.86, Fla. Stat. (2018), and all other applicable federal, state and local laws and regulations.

The Department of Children & Families, Office of Refugee Services is the primary source of funding for refugee services activities in LWDB 23. Respondents shall be familiar with DCF and federal regulations applicable to the RET services. The SFWIB, through its competitive procurement process, selects service providers to provide a menu of RET Services.

C. Method of Solicitation

A RFP is a solicitation method that ensures open competition in order to maximize the likelihood of receiving exemplary Refugee Employment and Training Services proposals.

Notice of the RFP will be published in the local workforce development area's major newspapers and also be distributed via e-mail to agencies on the SFWIB's Bidders List. Upon its release, the RFP and all accompanying attachments will be posted on the SFWIB's website.

D. RFP Purpose

The SFWIB intends to award Contracts for **Refugee Employment & Training (RET) Services**, which are specified below in **Part III. Refugee Employment & Training Scope of Services**.

This Request For Proposal (RFP) is issued to solicit agencies capable of successfully delivering Refugee Employment & Training Services. The primary goal of the RET program is two-fold – assisting refugees to resettle and become economically self-sufficient through employment as quickly as possible. The services provided pursuant to this RFP will enable refugees to more readily overcome obstacles to obtaining, securing, and maintaining employment.

Responses to this RFP shall articulate the Respondent's plan of action to (1) deliver the solicited services and (2) demonstrate experience with the target population. Additionally, proposals shall evidence the Respondent's track record and successful performance in delivering the solicited or comparable services. Respondents shall also document an in-depth knowledge of the fiscal, administrative and programmatic requirements of the RET program and the SFWIB.

E. Eligible Respondents

Private non-profit, for-profit and public entities licensed to operate in the State of Florida are eligible to apply.

If your proposal involves a subcontract, you must provide a letter of commitment outlining the partnerships and the activities or services that will be provided by each of the proposed Respondents. Respondents may subcontract with sub-groups to provide the specific services they propose to offer in their overall proposal. All subcontracting arrangements must be articulated in detail in the proposal (i.e. through a detailed Memorandum of Understanding [MOU] / Memorandum of Agreement [MOA] that shows the linkages with specific program elements) and be included as a separate line item in the budget. The Contract document with any sub-groups must be approved by the SFWIB prior to the final Contract execution and is subject to all conditions and stipulations of WIOA, as well as, state and local procedures.

If your agency is awarded a Contract and you choose to subcontract services, you must obtain prior written approval from the SFWIB and follow all procurement procedures as outlined by the SFWIB when selecting and contracting with subcontractors.¹

¹ References to contractor and contract used herein shall apply to all Respondents and documents submitted in response to this RFP.

F. Anticipated Term of Contract and Available Funding

The SFWIB anticipates executing contracts with successful Refugee Employment and Training Services Respondents for the period of November 1, 2018 through September 30, 2019. The SFWIB reserves the right to renew the contracts up to two (2) additional one-year periods based on the successful respondent meeting all of the SFWIB's contractual requirements. Such renewal(s) shall be made by mutual agreement and shall be contingent upon satisfactory performance and quality assurance evaluations, as determined by the SFWIB, and shall be subject to the availability of funds. Any renewal(s) shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, including amendments.

The total estimated contact award for any contract resulting from this RFP is subject to the availability of funds.

Refugee Employment and Training Services Respondents to this RFP will deliver the solicited RET Services to eligible refugees as defined by the Department of Children and Families, the Office of Refugee Resettlement and 45 C.F.R. Parts 400 and 401, which shall include, but not be limited to, the following:

- Refugees of all nationalities
- Cuban/Haitian Entrants including Parolees and Asylum Applicants
- Asylees of all nationalities
- Amerasians
- Certified Victims of Human Trafficking
- Iraq and Afghan Special Immigrants
- Lawful permanent residents who adjusted from prior refugee, entrant or asylee status

Respondents may propose to provide RET Services within the Career Center(s) or at a non-Career Center location throughout Miami Dade County.

Funds awarded for RET Services contracts have ranged from \$525,000.00 to \$2,000,000.00 per year. However, the estimated funding award will be contingent on the number of refugees proposed to be served, the number of refugees proposed to be placed in gainful employment, and the number of successful Respondents, as solely determined by the SFWIB.

Please note, all estimates are subject to the availability of funds received from the Department of Children and Families (DCF).

Respondents must, at a minimum, propose to place no less than 420 refugee participants, a minimum 35 per month, to be considered for a RET Contract.

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Part II
RFP Calendar and Process

A. Solicitation Table

RFP Events	COMPLETION DATE		
	Day	Date	Time
RFP Issued	Wednesday	August 29, 2018	1:00 p.m.
Deadline for Request for Clarification Inquiries	Wednesday	September 5, 2018	1:00 p.m.
Offerors' Conference	Monday	September 10, 2018	3:00 p.m.
Deadline for Receipt of Proposals	Friday	September 21, 2018	1:00 p.m.
Public Review Forum	Friday	October 5, 2018	3:00 p.m.
Recommendations Approved at Board Meeting	Thursday	October 18, 2018	
Execution of Contract	Monday	October 22, 2018	
Contract Start Date	Thursday	November 1, 2018	

The SFWIB, in its sole discretion, reserves the right to change the schedule provided in the solicitation timetable, without further notice. Thus, Respondent is responsible for routinely checking the SFWIB website (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. The Cone of Silence prohibits communication regarding the RFP between a respondent and (1) an SFWIB staff member, (2) SFWIB members, and (3) members of the selection committee.

Communications regarding the RFP between a potential service provider and the procurement agent responsible for administering the procurement process are exempted from the Cone of Silence provided that the communications are 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 Business Services Manager, Cheri Kavehersi at cheri.kavehersi@careersourcesfl.com no later than 1:00 p.m., Wednesday, September 5, 2018.

Oral requests for clarification shall not be accepted. The SFWIB reserves the right to 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 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 3:00 p.m., Monday, September 10, 2018 at the SFWIB Headquarters, 7300 Corporate Center Drive (NW 19th Street), 5th Floor, Miami, FL 33126, in Conference Room 2.

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, the SFWIB's staff is prohibited from communicating with Respondents. Clarifications or modifications to the RFP shall only be made by written addenda to the RFP.

Answers to relevant questions during the conference will be posted on the SFWIB's website (www.careersourcesfl.com) under this RFP Q&A.

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Part III
Refugee Employment and Training Program
Scope of Services

A. Refugee Services Overview

The solicited Refugee Employment and Training Services shall be provided in accordance with the Department of Children and Families, the Office of Refugee Resettlement within the U. S. Department of Health and Human Services, Refugee Act of 1980, Pub. L. No. 96-212 as amended, 45 C.F.R. Part 400 (Health and Human Services Refugee Resettlement Program), 45 C.F.R. Part 401 (Cuban/Haitian Entrant Program), § 402.86, Fla. Stat. (2018), and all other applicable federal, state and local laws and regulations.

B. Description of Deliverables and Performance Measures

1. Refugee Employment and Training Services to Refugees

The South Florida Workforce Investment Board partners with local agencies to provide direct services to eligible refugees, with goals of assisting eligible refugees become economically self-sufficient, reducing their dependence on welfare and adjusting socially, within the shortest time possible following their arrival to the United States. The employment services are designed to enable refugees to obtain employment and improve their employability or work skills.

a) Eligibility

Eligibility shall be determined as defined within 45 C.F.R. Part 400 and 401 and other eligibility memoranda distributed by the DCF and the SFWIB. A refugee/entrant is eligible for Refugee Employment Services (as defined by the Department of Children & Families Office of Refugee Services) if he/she resides in Miami-Dade County, has been in the U.S. less than sixty (60) months and meets any of the following U.S. Citizenship and Immigration Services (USCIS) status criteria:

- Refugees of all nationalities
- Cuban/Haitian Entrants including Parolees and Asylum Applicants
- Asylees of all nationalities
- Amerasians
- Certified Victims of Human Trafficking
- Iraq and Afghan Special Immigrants
- Lawful permanent residents who adjusted from prior refugee, entrant or asylee status

The required training modules and eligibility guide can be found at:
<http://www.myflfamilies.com/service-programs/refugee-services/eligibility-determination-training-refugee-services-providers>.

b) Target Population

Any and all eligible refugees and entrants who have been in the U.S. less than sixty (60) months may be served. Priority among refugees will be given to those who have arrived recently, i.e., within the last 12 months and to those customers receiving cash assistance.

A priority emphasis will be placed upon target services to the following groups:

- Refugees on cash assistance (RCA)
- Refugees in the U.S. less than 12 months
- Unemployed refugees not receiving cash assistance; or
- Employed refugees in need of services to retain employment to attain economic self-sufficiency.

Successful Respondents shall be responsible for outreach, eligibility determinations, intake, case management, pre-employment services, employability skills training, assistance with acculturation, job development services, job placements, referrals to vocational training and English for Speakers of Other Languages (ESOL) classes, and legal services, child care, health screening, driver's license and other referrals to other community partners with an emphasis on employment for recent refugees.

Refugee Employment and Training Services include, but are not limited to, the following:

- 1) Outreach – Organize outreach activities designed to familiarize potential eligible clients and local organizations with the services offered by the Employment Program;
- 2) Intake – Determine client eligibility and collect preliminary data for each client upon entry into the RET program;
- 3) Job Market Analysis – Analyze the local market information to determine which occupations are available in the community for RET program customers;
- 4) Family Self Sufficiency Plan – Develop a family self-sufficiency and individual employment plan tailored to the strengths and needs of the RET program customers;
- 5) Career Laddering – Provide target career laddering services to enable career development and advancement based on the skills and needs of the RET program customers; and
- 6) Job Placement – Assist customers with job search, placement, and retention by providing an employment orientation, placement services and follow-up services.

See section 4. Program Design and Services Tasks, below for a complete list and more detailed description of tasks required by this RFP.

2. Collaboration

The SFWIB recognizes the importance of supportive services (for example, child care and transportation) in meeting the employment goals of the refugee customer. Respondents will be responsible for having established links with agencies that provide ancillary services that may be necessary to meet the comprehensive needs of this

population. Each customer's employability and self-sufficiency plan will be considered when determining, which, if any, services are necessary.

3. Performance Measures

The SFWIB Balanced Scorecard is a performance metric used to measure the effectiveness of workforce delivery systems and operations. Balanced Scorecard performance measures are correlate to the RET Contractor's contract and indicate program compliance.

Selected Respondents shall ensure their staff is trained on all Balanced Scorecard measures. See Attachment N (Performance/Outcomes Measures) and Attachment K, (Refugee Services Balanced Scorecard Specifications) for more in-depth information on the scorecard.

C. Program Design and Service Tasks

The RET program is an employment services program focused on providing job development, job search and placement assistance. Job placement is based upon the skills, interests and abilities of the customer as documented in the employability plan. Customers must receive a pre-employment orientation and counseling that includes the employer's expectations, common employment practices, employability skills, resume services, work related skills, acculturation assistance, referrals such as legal services, child care, health screening, driver's license, and other needed services.

The required services tasks include, but are not limited to:

1. Outreach and Recruitment

The Respondent shall ensure that a variety of outreach activities are designed to familiarize potential eligible customers with available contract services, to explain the purpose of and to facilitate access to these services. These activities may include, but are not limited to, the development of brochures, posters, media advertisements, and public services announcements regarding meetings, workshops and trainings. All materials must be approved by DCF prior to publication and dissemination.

2. Intake/Eligibility Determination

Eligibility shall be determined pursuant to the definitions found in 45 CFR Part 400 and 401 and other eligibility memoranda distributed by the SFWIB. Eligibility shall be determined based on the customer's immigration status, country of origin, and date of entry into the U.S., using original immigration documents provided by the customer. The period of eligibility is calculated from the client's date of entry in the U.S., with the exception of Asylees whose period of eligibly is calculated from the date asylum was granted and victims of trafficking whose eligibility is based on the Office of Refugee Resettlement's (ORR) eligibly letter.

Upon determination of customer eligibility, the successful respondent shall conduct an intake and initial data collection including but not limited to, legal name, alien number, country of origin, immigration status, arrival date in the U.S., current residence, date of birth, gender, port of entry and, if available, social security number.

3. Employability Plan Development

For each customer, an employability plan must be developed within fifteen (15) calendar days of Intake. The individualized employability plan shall be developed jointly by the successful respondent and the customer as outlined in 45 C.F.R. 400.70. The written plan for a refugee registered for employment services shall set forth a program of services intended to result in the earliest possible employment. The employability plan development shall include: 1) identification of the customer's strengths and barriers, 2) individualized and specific employment goals, 3) pre-employment services needed, 4) support services needed, 5) the steps needed to accomplish the employment goals and identify the responsible party in each step, and 6) estimated dates to accomplish goals and date of actual completion.

4. Family Self-Sufficiency Plan (FSSP)

Family Self-Sufficiency Plan must be developed for each RET customer receiving employment services within fifteen (15) calendar days of Intake. The plan shall address the employment-related needs of each employable member in a family for the purpose of enabling the family to achieve economic self-sufficiency through the employment of one or more family members. Each FSSP shall include: 1) a determination of the total amount of income a particular family would have to earn to achieve economy self – sufficiency, 2) a strategy timetable for attaining that level of income through placement and employment of sufficient employable family members at sufficient wage levels, and 3) employability plans for every employable family member receiving employment services as part of the above strategy and timetable for attainment of the family income goal.

5. Orientation

Orientation services shall include, but are not limited to, information on: 1) expectations of the employment program, including requirements to participate in workforce activities for Refugee Cash Assistance (RCA) customers and sanctions for not accepting employment and/or not participating in a job search once employment is authorized, 2) additional services available through DCF funded providers, including child care, English language training, vocational training, and legal services, 3) services provided by the employment program, including job development, job referrals, career laddering services, transportation, and On-the-Job Training (OJT), and 4) the availability of assistance in preparing for interviews, job search techniques, developing a resume, and completing job applications.

6. Case Note Documentation/Case Management

For each client, the case file must include chronological details of service delivery, including but not limited to, client progress, service activities, planned future activities, and dates of service delivery. Customers must be contacted on a monthly basis regarding, referrals, interviews, placements, career counseling, problems, resolution and their progress as written in the employability plan. Case notes must be legible, either typed or hand written in legible print. Cursive writing shall not be accepted.

7. Client Case File and Documentation

The SFWIB will provide a uniform process for data collection through program forms, as well as case file organization. Selected Respondents will be required to complete RET program forms and maintain record keeping pertinent to the services delivered under the RET program. Record keeping shall be maintained and at a minimum include, but not limited to: initial Intake, eligibility and demographics documentation, job referrals, job placement information, follow up on other program referrals such as training, or child care, and detailed chronological case notes through program closure.

8. Coordination of Temporary Assistance for Needy Families customers with the SFWIB Career Centers

Refugee Temporary Assistance for Needy Families (TANF) customers must be served at the SFWIB Career Centers. Clients active in Workforce Invocation and Opportunity Act (WIOA), may not be served in Refugee Program without prior approval from the SFWIB.

9. Refugees on Cash Assistance (RCA)

Refugee on Cash Assistance clients are required to register, participate, and work, as a condition of cash assistance with the Refugee Employment and Training Program. All job searches must commence upon completion of the employability plan, but not later than fifteen (15) calendar days following intake or upon receipt of Employment Authorization. Employable RCA client as defined in 45 CFR 400.7 shall participate in Job Search.

All job referrals shall be documented in the client case file. Successful employment must be reported to the local ACCESS Florida Office or other designated agency within five (5) calendar days of the date of employment. Any RCA client's failure or refusal to accept employability services or employment must also be reported to the local ACCESS Florida office or designated agency within five (5) business days of any RCA client who fails or refuses to participate.

10. Pre-Employment Services

Pre-employment services shall include, but are not limited to:

- a) Employer expectations including appropriate dress, demeanor, timeliness, initiative, job interview techniques, and other personal attributes that promote hiring;
- b) Common employment practices including payroll deductions, the availability of health insurance and retirement benefits, and tax implications of status as an independent contractor versus employee;
- c) Work related skills such as money management and travel; vocational English, interpersonal and communication skills; and
- d) Career counseling and employment planning strategies after job placement.

11. Support Services/Referrals

Support Services such as child care, transportation, English language training, vocational training, legal services, may be necessary to enable the RET customer to meet the individual employment goals and must be identified in the employability plan. Support Services shall include the following: 1) assistance with transportation, 2) referrals to legal services and adult education classes, 3) referrals to child care, housing and/or other medical services, and 4) linkages with other local providers and community resources. All referrals must be provided within fourteen (14) days of identifying the support service that are needed.

12. Employment Authorization Update

Employment authorization status must be tracked in the Refugee Services Data System (RSDS) for all customers as changes in their employment authorization status occur.

13. Analyze the local labor market

An analysis of the local labor market is required to determine the occupations available in the community relevant to the skills and abilities of the arriving refugee, develop a list of employers hiring refugees, identify prevailing wages, and maintain a record of all job development activities.

14. Job Development Services

Job Development Services are based on the knowledge of the specific needs and skills of the target population and local job market. Job Development Services, shall include, but are not limited to: 1) provide customers with customized job placement based on the individuals level of skill, interest and abilities, 2) market the customer's abilities, negotiate with employers, and facilitate successful job matches and placements 3) identify and recruit potential employers and 4) maintain an electronic job bank for recording job openings, employers, job referrals, and/or group placements, and 5) register all employment authorized customers in Employ Miami Dade (EMD).

15. Job Placement

Employment must be consistent with the provisions of 45 CFR 400.81 and the customer's employability plan. Job Placements must be a direct result of a job referral made by the selected Respondent. Full time placements (35+ hours) that offer health insurance within 6 months of employment shall be emphasized. Part-time placements (20 -34 hours), do not count towards monthly placement goal (benchmark payment), but will be acceptable and count toward other service objectives. Seasonal or Temporary employment anticipated to last less than 6 months is not allowable under this program.

16. Self-Placement

Self-Placement is the acceptance of unsubsidized full time (35 hours or more per week) or part time (minimum 20 hours and less than 35) employment that is not the result of a referral from the Respondent. Placement Information must be collected and recoded in WEB-RS. Self-Placements do not count towards monthly placement benchmark payment, but count for other performance objectives.

17. Career Laddering Services

Career Laddering (CL) services may be provided to clients to support employment advancement. Career Laddering services design is anticipated to work in conjunction with referrals to training at DCF funded adult education providers. Career Laddering shall include: 1) assessment of client's education level, native language literacy, prior work experience, relevant vocational skills, diplomas and/or degrees, and work history; 2) CL Plan Development that incorporates a specific career goal, and formal delineation of steps to accomplish the career goal, referrals to adult education providers for training, follow up on the client's progress, and the date the client is eligible for CL Placement; and 3) CL Placement related to training.

18. Follow up Contacts

Follow up services must be provided to all RET customers. Follow up contacts are required monthly with the customer and at intervals of 10, 30, 60, and 90 days with the employer after job placement. One of the contacts 10 or 90 days must be made in person with the employer, except in instances where the employer utilizes an independent work verification system (i.e. the Work Number).

Follow up contacts require determining the following information and documenting same in case notes: 1) if the customer is still employed, 2) the position held by the customer, 3) the number of hours the customer is working per week and the customer's wage per hour, 4) whether the customer have or will have health insurance coverage 5) employer satisfaction or dissatisfaction and any suggestions for employee improvement, and 6) the reason for termination.

A 90 day follow up is required with a self-placement customer. All employment customers, including those whose cases might be closed, must have a follow up completed 90 days after the initial job placement.

19. Quality Assurance and Placement Validation

Quality Assurance (QA) is a process designed to facilitate self-assessment of data systems and data validation to ensure accuracy of data reported and collected. Customer files must be reviewed to ensure data integrity and compliance with state and local policies and continuous improvement of system operations to reduce the error rate of SFWIB (3% or less error rate). To achieve the aforementioned goals, the personnel hired by the selected Respondent to provide services at the Refugee Center shall collaborate with SFWIB staff. The selected Respondent shall ensure that staff is trained; implements concepts learned in training and from technical assistance; and conducts ongoing system and desk reviews to ensure policies and procedures are being followed and information systems and case files are properly updated and documented.

D. Service Delivery Locations

Services shall only be provided to eligible refugees residing within Miami Dade County.

E. Support Services

Support Services are a vehicle to eliminate barriers to employment and self-sufficiency. Selected Respondents shall coordinate and pay for transportation (bus passes) support service that will allow eligible customers to achieve and maintain gainful employment. The payments shall be documented in both the SFWIB Workforce Management System (WFMS) and the participants file. The RET program only allows transportation as the support service.

F. Staffing

In order for CareerSource RET Centers to deliver maximum value to refugee services participants, selected Respondents shall ensure adequate program staffing for technical, administrative, and clerical support. Successful respondents awarded a contract, shall ensure the staffing levels in the approved Budget are sustained throughout the duration of the contract period. Administrative and program staff shall be qualified, as detailed in **Attachment C (Qualifications of Administrative and Program Staff Chart)**.

Selected Respondents shall provide orientation to its staff on the workforce development system, which shall include delivery of the solicited services. Additionally, selected Respondents shall provide continuous training and development and take steps to retain qualified staff.

In order to maintain stability and minimize any disruption in services, the successful Respondent will be required to retain the current Providers' staff and staffing levels for the first thirty (30) days of the contract period, as part of the selection process.

G. Data Entry Requirements

Selected Respondents shall align their organization's technological and staffing capacity to comply with the Refugee Program data entry requirements to document provisions of service delivery and jobseeker services.

Selected Respondents shall use RSDS, EMD, and the Workforce Management System (WFMS) to document the provision of jobseeker services. These systems are accessible from the SFWIB website at www.careersourcesfl.com.

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Part IV **Evaluation Process and Selection Criteria**

A. Submission Guidelines

Respondents are required to submit to the SFWIB one (1) legible, unbound original paper copy, with the pages numbered, and one (1) USB flash drive with documents 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., September 21, 2018**. 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 post 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: Use only binder clips or rubber bands to keep copies separate. The USB flash drive should contain the same document provided in hard copy. All versions of the document must have numbered pages.

B. Proposal Format, Content, and Organization

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

1. Identifying Data Cover Sheet (Attachment A)

Respondents shall use the **Organizational Identification Data Form (Attachment A)**, to specify both the name of its organization and the ten-digit alpha-numeric code chosen. The code must not contain the initials of the organization. The **Organizational Identification Data Form (Attachment A)** must be in a sealed envelope 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 3:00 p.m. Friday, October 5, 2018.

2. Organizational Experiences/Capabilities: Ten (10) Page Limit (Limit excludes applicable attachments)

Attachment B, (Organizational Capabilities Cover Sheet – Refugee Employment & Training Services), is the Organizational Capability cover sheets for Respondent to utilize for the submission of its experience and capabilities. **One (1) legible, unbound original paper copy with the pages numbers, and one (1) electronic copy saved on a USB flash drive in Microsoft Word format are required to be submitted. Applicable attachments for this section are to be saved in a PDF format on the USB flash drive.**

The Respondent shall address the items below:

- a. Describe experience delivering the solicited refugee employment services and complete **Reference Chart (Attachment D)**, indicate the number of years Respondent has provided employment services.
- b. Provide a table of organization for all staff by completing the **Qualifications of Administrative and Program Staff Chart (Attachment C)**. Resumes for all identified personnel are to be attached to the completed chart. If additional staff will be hired, include a job description for the proposed staff.
- c. Describe in detail the organization's plan to guarantee adequate staffing to deliver the proposed services to refugee program participants.
- d. Provide the physical locations(s) of the proposed service delivery and description of each location(s). The description shall include how services will be provided in each location and how accessible the location will be to the refugee customer.
- e. Describe the financial control process and how it will be used in the delivery of the solicited services; and
- f. Complete **Funding Sources Chart (Attachment E)**.

3. **Technical Proposal Narrative – Thirty-Five (35) Page Limit (Limit excludes applicable attachments)**

Technical Proposal Cover Sheet – Refugee Employment and Training 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, and one (1) electronic copy saved on a USB flash drive in Microsoft Word format are required to be submitted. Applicable attachments for this section are to be saved in a PDF format on the USB flash drive.

The Technical Proposal Narrative is to 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 per occurrence of identifying information in the Technical Narrative.

NOTE: Do not respond to any element of the narrative by referencing information presented elsewhere in the Respondent's proposal. A response of "see above" or similar statements shall be considered unresponsive. Failure to respond to any section of the RFP may result in the Respondent's proposal being deemed non-conforming and thus eliminated from the competitive procurement process.

The Respondent's Technical Narrative shall sufficiently address management and delivery of proposed services as the service provider. Respondents to Refugee Employment and Training Services shall clearly describe how they expect to deliver and manage services provided. At a minimum, the Respondent shall include a description of the following in the Technical Narrative:

- a. Outreach strategies designed to target and recruit eligible refugees in Miami-Dade County, which shall include sample flyers and/or outreach materials, a plan for re-engaging jobseekers whose cases were closed without a job placement, and specific monthly performance outreach goals per customer.
- b. The organization's overall process, Intake through Job Placement Ready, that will demonstrate client talent development (orientation, acculturation, pre-employment skills, support services, referrals, training, etc.) for successful job placement and retention. The Respondent shall also include its approach to career counseling and long term career planning.
- c. Partnerships and/or collaborations with other services in the community that are utilized to assist the refugee in achieving economic self-sufficiency, which shall include how these services benefit the refugee client in removing barriers to employment and self-sufficiency.
- d. The organization's case management process that will be used to track the steps outlined in the employability plan and family self-sufficiency plan that will assist RET customers in achieving sustainable employment.
- e. Specific strategies to prioritize and provide job placement for first year customers. Describe how the organization will address hard to serve clients (no English, no work history, literacy issues, etc.). Describe how the organization will achieve the entered employment rate.
- f. The organization's process for job development and job placement services. The Respondent's strategies shall include, but not be limited to, labor market analysis, indicate how employers are identified and recruited, and describe job-matching and job referrals processes. The technical narrative shall include specific monthly performance goals and how it will improve the quality of refugee placement and the average wage rate performance standard.
- g. The organization's strategies to achieve the proposed annual placement goals and contingency plans that will be implemented if the refugee center fails to meet expected monthly goals.
- h. The organization's placement verification and validation process. To ensure the accuracy and integrity of placements, the Respondent shall describe how placements are verified and confirmed with employers and clients, the quality assurance and validation process, how systems are used to validate job placements, and how errors identified during validation are addressed.
- i. Strategies that will be used to follow up with clients through the first 90 days of employment to help ensure job retention. The strategies shall articulate how the Respondent will conduct timely monthly follow ups and specific strategies to achieve and maintain the 90 days Performance Standard.
- j. The organization's process to evaluate and ensure the Refugee programs' success and effectiveness, which may include; monthly file reviews, performance

and retention analyses, employer or client surveys, internal process reviews, trainings, corrective action plans, etc.

4. Proposed Deliverables

Respondents to **Refugee Employment & Training Services** shall complete the **Proposed Deliverables form (Attachment G)** using expected deliverables as well as a brief narrative response. The Proposed Deliverables should be prepared in a manner that ensures there is no information on any page that identifies the organization submitting the proposed deliverables.

The Respondent shall utilize the **Proposed Deliverables form (Attachment G)** to show RET deliverables and the overall cost per placement. The Respondent's major focus should be to emphasize its plan to achieve and/or exceed the proposed Direct Job Placements (DJP), Career Laddering (CL) Training Related Placement and Career Laddering (CL) Non Training Related Placements During or Upon Training Completion. The Respondent shall describe:

- a) The proposed plan to attain, maintain, and exceed proposed deliverables, in detail.
- b) How the organization's data and operational reports will be used and managed to achieve and maintain the proposed deliverables, in detail.

One (1) legible, original unbound paper copy, and one (1) electronic copy saved on a USB flash drive in Microsoft Excel format) of Attachment G are required to be submitted.

5. Performance Outcomes

The Respondent's alpha-numeric code shall be present in the header of each submitted Proposed Performance/Outcomes Measures Chart. Respondent shall:

- a) Complete the chart in **Attachment N (Performance and Outcomes Measures)**, which provides information on required refugee performance standards, with the proposed outcomes and the annual placement goal.
- b) Provide your organization's plan to attain, maintain, and exceed each of the applicable performance standards included in the attached chart. Describe any additional proposed outcomes, in detail.
- c) Describe its current and past performance in working with refugee. Current RET providers shall submit the CSSF Balance Scorecard Report; and new respondents shall submit another report or supporting documentation to show a track record for providing employment services.

6. Budget

Attachment H, (Budget Proposal Cover Sheet), is the Budget Proposal cover sheet for the submission of the Budget. **One (1) legible original paper copy, and one (1) electronic copy saved on the USB flash drive in Microsoft Excel format) of Attachment H are required to be submitted.** The Budget is to be prepared in a

manner that ensures there is no information on any page of the budget that identifies the organization submitting the Budget. **Budgets that include identifying information will be deducted one (1) point per occurrence from the total score.**

The Respondent is expected to clearly outline proposed costs in detail on **Attachment I, (Budget Forms)**. The Respondent shall use pertinent background information provided in the RFP to complete the Budget Forms.

Respondents shall submit individual budgets per proposal.

The Respondent shall provide separate program and administrative budgets per proposal. **Do not include training costs.** 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 operate the programs and are not program activities. These costs typically relate to the agency's general executive and administrative functions.

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 J, (Budget Narrative Instructions)**, in completing this requirement. **One (1) legible original paper copy, and one (1) electronic copy saved on the USB flash drive in Microsoft Excel format) of Attachment J (Budget Narrative Instructions) are required to be submitted.**

The Respondent is expected to 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 Regulations and administrations of the statutes. **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.

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 sub-recipients of SFWIB funds are required to submit an initial indirect cost rate proposal by the first day of the beginning of the fiscal year unless the sub-recipient has an existing indirect cost rate from a federal agency or pass-thru entity or elects the de minimis rate.**

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/2016-guidance-papers/lwdb_indirectcostadminpolicy_final -20160805.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 Career Source Florida guidelines noted above.

Please note an Indirect Cost Rate Proposal is only required if the Contractor includes indirect costs in its budget to SFWIB.

Due to the integrated approach for service delivery in this solicitation, Respondent's operating expenditures will be cost allocated across all applicable funding streams.

A detailed Cost Allocation Plan (CAP) 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/pdq/guidancepapers/050FinalRwbCapProcedures072805.pdf>

The CAP 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 Respondent's submission.

8. Due Diligence Requirements

Attachment L sets forth the **Due Diligence Requirements**. **One (1) original set** labeled Due Diligence documents must be packaged separately and included in Respondent's submission, the organization's most recent Independent Audit Report and Management Letter will be included in the Due Diligence package.

NOTE: Failure to include all of the required proposal components, as described above, will result in a reduced score. The SFWIB will not advise a Respondent of

disqualification prior to the Public Review Forum scheduled for **Friday, October 5, 2018 at 3:00 p.m.**

9. Operational Documents

Attachment M identifies the required **Operational Documents**. **One (1) original set** labeled Operational Documents must be packaged separately and included in the Respondent's submission.

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 satisfactorily address each requirement will be disqualified. 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 identify Respondents that are 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 **Friday, October 5, 2018 at 3:00 p.m.** at the SFWIB's Headquarters. 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 Refugee Employment 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
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Organizational Experience and Capabilities	5
Technical Narrative	70
Performance	10
Budget	10
Indirect Cost Rate Proposal & Cost Allocation Plan	5
TOTAL SCORE	100

Note: PY 2017-18 Refugee Employment & Training Services contractors must meet a minimum 65 percent of the PY 2016-17 Balanced Scorecard performance to be considered for renewal and/or future contracts.

D. Contract Award

The SFWIB reserves the right to request additional data, engage in verbal discussions or allow presentations to support proposals after selecting a Respondent(s). A contract or contracts may be negotiated with one or more Respondents based upon actions of the SFWIB.

Final award of a contract or contracts will be contingent upon:

- Successful negotiation of a contract between the SFWIB and Respondent;
- Acceptance by the Respondent 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 **October 5, 2018** Public Review Forum.

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Part V **Contractual Specifications**

A. Payment Structure

The Contract awarded shall be a fixed rate (Job Placements unit cost) contract with cost reimbursement components (i.e. transportation, OJT). The SFWIB agrees to pay the successful Respondent up to a total amount that will be agreed upon by both parties. Said amount will be based on services provided, shall not to exceed the terms of the Contract (not including some bonuses), and be subject to the availability of funds. All service unit rates and service unit types may be negotiated and adjusted at any point within any resulting contract term, including any extensions or renewals, to best meet the needs of the RET customers and the SFWIB, available funding and/or to match Respondent expenditures.

The SFWIB's payment structure is non-negotiable and under no circumstances will the SFWIB award a respondent with a cost reimbursement contract for any services outside of those that have been identified as a cost reimbursement component.

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 and verification of the deliverables defined in Section III. Workforce Services Scope of Services.

For payments under the cost reimbursement component of the contract, 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: Although payment is based on fixed unit rates, payments under any Contract funded by a Federal grant(s) are ultimately contingent upon actual reimbursable costs. The successful Respondent shall submit a final cumulative expenditures report indicating actual expenditures, identified by line item, to the SFWIB within thirty (30) days following the end of the Contract term. The actual expenditure report may be used to negotiate service unit rates in future contracts. If the expenditure report submitted identifies any unearned income, the successful Respondent may be directed to return funds to the SFWIB.

NOTE: Respondents who are for-profit organizations shall be awarded profit based upon earned fixed rate unit costs and 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. A satisfactory record of integrity, business ethics and fiscal accountability; and
3. Necessary experience, structure, accounting procedures and operational internal controls.

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

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 the 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 (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 (NCPA) of 1993, as amended, and as implemented by sections 943.0542, 984.01(2), 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 satisfactorily complete a **Level 2** background screening and be eligible for employment prior to working, volunteering or doing any work for Contractor related the Contract. The Contractor shall furnish the SFWIB with proof that the employees, volunteers and subcontracted personnel who will be working for Contractor on this Contract are eligible for employment after the completion of Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall be conducted upon award of Contract. The **Level 2** background screening records shall be retained as required herein in accordance with the Contract.
3. The **Level 2** background screening shall include, but is not limited to, fingerprinting for

statewide criminal history records checks through the Florida Department of Law Enforcement (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.

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 any of the following provisions of state law or similar law of another jurisdiction for any offense prohibited under any of the provisions of section 435.04, Florida Statutes.
5. 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.
6. The Contractor shall make the decision to hire or retain persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes or other applicable law.
7. Any current employee, volunteer, or subcontracted personnel with criminal history information described above and as outlined in section 435.04, Florida Statutes shall immediately cease working in any SFWIB-funded program. The Contractor, employees, volunteers and subcontracted personnel must comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law. Contractor's failure to immediately terminate an employee, volunteer or subcontracted personnel for failure to comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law and report said termination to the SFWIB is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
8. Upon learning that a current employee, volunteer, or subcontracted personnel is not eligible for employment based on the results of a Level 2 background screening or has a criminal history involving any of the allegations provided in Section 2 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from working in or for any SFWIB-funded program.
9. It is the responsibility of the Contractor to obtain an Originating Agency Identifier (ORI) number to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program. The Contractor shall notify the SFWIB that it has obtained/not obtained the required ORI number within thirty (30) days of Contract award. 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.

10. It is the responsibility of the Contractor to ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **attestation**, 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 the employer.
11. It is the responsibility of the Contractor to provide the SFWIB an Affirmation/Acknowledgement Form, not later than thirty (30) days upon award of Contract, which confirms the background screening, was completed for all current employees, volunteers and subcontracted personnel. The Affirmation/Acknowledgement Form must include the names of all person(s) screened, date of screening, and the Contractor's employment decision. The Contractor shall ensure during the hiring process all prospective employees, volunteers and subcontracted personnel submit to a **Level 2** background screening as specified above.
12. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel. Background screening results are exempt from public records and, therefore, must be maintained accordingly 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 available all records to the SFWIB in accordance with **Article III-Section H, Audit, Inspection and Access to Records**, of the Contract.
13. If the Contractor fails to furnish the SFWIB with proof that an employee, volunteer or subcontractor completed a Level 2 background screening and was deemed eligible to be an employee, a volunteer or a subcontractor prior to Contractor authorizing the employee, volunteer or subcontractor to work or volunteer on an SFWIB-funded program, the SFWIB shall not disburse any further funds and the Contract may be subject to termination at the sole discretion of the SFWIB.
14. The **Level 2** background screening records shall be retained as required herein in accordance with **Article III-Section I, Records Retention**, of the Contract. From the initial Level 2 background screening date, and every five (5) years, and upon re-employment or employment in a new or different position, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.
15. Even if applicable law would otherwise permit, as a provision of the Contract, the Contractor agrees it shall not 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 the Contract without submitting proof of satisfactory completion of Level 2 background screening to the SFWIB.
16. If the Contractor is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB, the Contractor may elect to have SFWIB arrange to have the background screening conducted to ensure compliance with the SFWIB's Level 2 Background Screening requirements as found herein. The Contractor will be responsible for reimbursing the full cost of all investigations initiated on behalf of the Contractor to SFWIB within thirty (30) days of the Level 2 Background Screening.

17. In the case of persons hired or volunteering on or after **December 31, 2018**, it is the responsibility of the Contractor to comply with the SFWIB's Level 2 Background Screening requirements as found herein and to provide the SFWIB an **Affirmation/Acknowledgement Form, Attachment 1**, not later than thirty (30) days after the effective date of employment or volunteerism.

E. Cancellation Clause

It should be understood that 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 reserves the right to accept or reject any or all responses received as a result of this RFP or to cancel and revoke this RFP in whole or in part. The SFWIB also reserves the right to 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 Respondents. 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, 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 or subcontractors. 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. Provided, however, this indemnification shall only be to the extent 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 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 arising out of the same incident or occurrence, exceed the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or cause 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 or subcontractors. 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 the 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 of the Contract and shall terminate upon the expiration of the applicable statute(s) of limitations.

H. Non-Discrimination and Equal Opportunity - Assurance

The Contractor assures that Contractor in consideration of and for the purpose of obtaining Federal financial assistance from the Department of Health and Human Services through the Contract shall comply fully with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16 to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance;
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F. R., Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance;
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance;
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 90 and 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be

excluded from participation in, or be subjected to discrimination under any education program or activity for which the Respondent receives Federal financial assistance;

5. 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 prohibit 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;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
7. 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 41 CFR 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;
8. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
9. 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 Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Respondent by the State of Florida, Department of Children and Families, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. The Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

I. Operating Requirements

Organizations 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 an organization'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 no less than two (2) full 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.** The required 20% shall be applicable irrespective to 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 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 of the issuance of the funding award letter) 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 bidder or the

principals thereof which have direct or indirect ownership interest in another bidder 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. Bidders who have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any Contract resulting from collusive bidding may be terminated for default.

K. Fraud or Misrepresentation

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 attorney's fees.

L. Florida Public Records Law

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

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701, Florida Statutes, the Contractor shall:
 - a) Keep and maintain public records required by the SFWIB to perform the service;
 - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except

- as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
- d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Via e-mail: recordsrequest@careersourcesfl.com
Office of the Executive Director. Telephone: 305-929-1500
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes and this **Section G** of this Contract, the SFWIB shall avail itself of the remedies set forth in **Article II, Sections E – Termination, F – Breach of Contract and G – Breach of Contract: SFWIB Remedies** of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may be subject to penalties under section 119.10, Florida Statutes.²

M. Code of Business Ethics

Each person or entity that seeks to do business with the SFWIB shall adopt a Code of Business Ethics ("Code") 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 M, (Operational Documents)**, stating that the Respondent has adopted a Code that complies with

² References to contractor and contract used herein shall apply to all Respondents and documents submitted in response to this RFP.

the requirements of Section 2-8.1 of the Code of Miami-Dade County. 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.