



**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
REQUEST FOR PROPOSALS (RFP)
FOR
REFUGEE EMPLOYMENT & TRAINING SERVICES**

Release Date: February 5, 2019

All proposals shall be submitted by 1:00 p.m. EDT, February 26, 2019

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), is one of 24 Local Workforce Development Boards (LWDB) in the State of Florida. Each LWDB is designated by the Governor to oversee the Workforce Innovation and Opportunity Act (WIOA) services for geographical locations known as Local Workforce Development Areas (LWDA). The SFWIB is designated as the administrator for LWDA 23, which encompasses Miami-Dade and Monroe Counties. Through its 14 CareerSource centers located across the LWDA, the SFWIB serves businesses, jobseekers, adults, youth, dislocated workers, refugees, and individuals transitioning from welfare to work.

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

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

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

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

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 refugees in achieving economic self-sufficiency. DCF has authority to administer the refugee services 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, Florida Statutes (2018), and all other applicable federal, state and local laws, and regulations.

DCF, Office of Refugee Services is the primary source of funding for refugee services activities in LWDA 23. Respondents to this solicitation must 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 to qualified refugees.

C. Method of Solicitation

A Request for Proposal (RFP) is a solicitation method that ensures open competition in order to maximize the likelihood of receiving exemplary RET 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 bidder's 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 a contract(s) for **RET services, which are** specified below in **Part III. Refugee Employment & Training Scope of Services.**

This RFP is issued to solicit agencies capable of successfully delivering RET services. The primary goal of the RET program is two-fold: assisting refugees to (1) resettle and (2) 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. Each respondents must also have, and 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 respond to this RFP.

Subject to the requirements described herein, a respondent may subcontract with sub-groups to provide the specific services they propose to offer in their overall proposal. If a respondent's proposal involves a subcontract, the respondent must provide a letter of commitment outlining the activities or services that will be provided by the respondent and the proposed subcontractor(s). 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 the 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

F. Anticipated Term of Contract and Available Funding

The SFWIB anticipates executing a contract with successful RET services respondent(s) for the period of April 1, 2019 through September 30, 2019. The SFWIB reserves the right to renew the contracts for up to two (2) additional one-year periods contingent upon the successful respondent(s) meeting all of the SFWIB's contractual requirements. Such renewal(s) shall be at the sole discretion of the SFWIB and shall be contingent upon the respondent satisfactorily meeting all of the SFWIB's contractual requirements, 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 award for any contract resulting from this RFP is subject to the availability of funds.

Successful RET services respondents to this RFP will deliver the solicited RET services to eligible refugees as defined by the DCF, ORR 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

A respondent may propose to provide RET services within the CareerSource center(s) or at a non-CareerSource center location throughout Miami Dade County.

It is anticipated that funds awarded for RET services contracts will range from approximately \$300,000.00 to \$825,000.00 for the solicited contract period. 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 self-sufficient 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 DCF.

Respondents must propose to place a mandatory minimum 35 customers per month in self-sufficient employment, a total of two hundred and ten (210) for the solicited period of April 1, 2019 through September 30, 2019, in order to be considered for a RET Contract.

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

Part II
RFP Calendar and Process

A. Solicitation Table

RFP Events	COMPLETION DATE		
	Day	Date	Time
RFP Issued	Tuesday	February 5, 2019	5:00 p.m.
Deadline for Request for Clarification Inquiries	Tuesday	February 12, 2019	1:00 p.m.
Offerors' Conference	Friday	February 15, 2019	3:00 p.m.
Deadline for Receipt of Proposals	Tuesday	February 26, 2019	1:00 p.m.
Public Review Forum	Wednesday	March 6, 2019	3:00 p.m.
Recommendations Approved at the Executive Committee of the Board Meeting	Thursday	March 14, 2019	
Execution of Contract	Friday	March 29, 2019	
Contract Start Date	Monday	April 1, 2019	

The SFWIB, in its sole discretion, reserves the right to change the schedule provided in the solicitation timetable, without further notice. Thus, the 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, or (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 in writing and limited strictly to matters of process or procedure. Respondents contacting board members, staff, or selection committee members risk immediate disqualification from the competitive procurement process.

C. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB Policy Manager, Cheri Kavehersi at cheri.kavehersi@careersourcesfl.com no later than 1:00 p.m., Tuesday, February 12, 2019.

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., Friday, February 15, 2019 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 RET services shall be provided in accordance with DCF, ORR 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, Florida Statutes (2018), and all other applicable federal, state and local laws and regulations.

B. Description of Deliverables and Performance Measures

1. RET Services to Refugees

The SFWIB 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.

2. Targeted Assistance

Eligible refugees who have been in the U.S. less than sixty (60) months may be served.

Priority of services shall apply to refugee customers sequentially in the following groups:

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

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

3. Collaboration

The SFWIB recognizes the importance of community partners and supportive services (e.g., child care and transportation) in meeting the employment goals of the refugee customer. Successful respondents shall have established links with agencies that provide ancillary services that may be necessary to meet the comprehensive needs of the refugee population. Each customer's employability and

self-sufficiency plans will be considered when determining, which, if any, services are necessary.

4. Performance Measures

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

Selected Respondents shall ensure their staff is trained on all RET 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 for legal services, child care, health screening, driver's license, and other needed services.

The required services tasks must include, but do not need to be 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. Eligibility Determination

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 U.S. Citizenship and Immigration Services (USCIS) status criteria.

Eligibility shall be determined pursuant to the definitions found in 45 CFR Parts 400 and 401 and other eligibility memoranda distributed by the SFWIB. Eligibility shall be determined based on the customer's immigration status, date of status, and if applicable, country of origin using the original immigration documents provided by the customer. The period of eligibility is calculated from the customer's date of eligible status in the U.S., with the exception of asylees whose period of eligibility is calculated from the date

asylum was granted, and victims of trafficking whose eligibility is based on the ORR's eligibility letter.

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>.

3. Intake/Screening

The Intake/Screening process is the determination of a customer's eligibility for RET services, economic status, initial data collection, preparation of a family self-sufficiency plan, preparation of an individual employability plan and pre-employment placement services, including orientation, work activities and employment preparation for Temporary Assistance for Needy Families (TANF) clients, as needed.

Upon determination of a customer's eligibility, the successful respondent shall conduct 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., date of eligible status, current county of residence, date of birth, gender, and, if applicable and available, social security number and port of entry.

4. Employability Plan Development

For each customer, an individualized 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. 400.79. The plan shall assess the customer's knowledge, skills and abilities, set forth services intended to result in the earliest and best possible employment placement, and identify specific steps toward achieving the agreed upon career goals. At a minimum, the individualized employability plan shall include, but not be limited to:

- a) Identification of the customer's strengths and barriers.
- b) Individualized and definite employment goals consistent with the employability of the refugee in relation to their knowledge, skills and/or abilities and job openings in the area.
- c) Individualized and definite employment goals consistent with the employability of the refugee in relation to their field of study, if receiving education and training services.
- d) Pre-employment placement service needs.
- e) Support services, education and training service needs.
- f) The steps needed to accomplish the individualized employment goals and identify the responsible party in each step.
- g) Estimated dates for accomplishing goals and date of actual completion.
- h) Date(s) plan was updated and/or revised.

5. Family Self-Sufficiency Plan (FSSP)

An FSSP must be developed for each RET customer receiving employment services within fifteen (15) calendar days of Intake. The FSSP 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:

- a) A determination of the total amount of income a particular family would have to earn to achieve economy self-sufficiency;
- b) A strategy timetable for attaining the determined total level of income through placement in employment of sufficient numbers of employable family members at sufficient wage levels, and
- c) An individualized employability plan as outlined in 45 CFR 400.79 for every employable family member receiving employment services as documented with each customer's timetable for attainment of the family income goal.

6. Orientation

The successful respondent shall provide orientation services to all eligible customers who have received intake regardless of employment authorization status.

At a minimum, orientation services shall include, but do not need to be limited to, information on:

- a) Expectations of the employment program, including requirements to participate in workforce activities for RCA customers and sanctions for not accepting employment and/or not participating in a job search once employment is authorized;
- b) What is expected of employable adults not currently employed;
- c) Available additional services intended to support employment, including child care, English language training, vocational training, and legal services;
- d) Services provided by the employment program, including job development, job referrals, career laddering services, transportation;
- e) Assistance in preparing for interviews, job search techniques, developing a resume, and completing job applications; and
- f) Other services that may be available in the community

7. Case Note Documentation/Case Management

The successful respondent shall maintain legible case narrative information, in chronological format, recording critical contact with each customer. Information documented must clearly describe status of employment and customer status, including specific services and/or activities being performed to assist the customer in achieving the individualized employability plan goals. The successful respondent shall contact customers on a monthly basis regarding referrals, placements, problem resolution and progress made on the individualized employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:

- a) The purpose for the customer(s) contact;
- b) Employment status of the customer(s) at time of contact;
- c) A Determination that the customer is authorized for employment in the U.S. at time of contact;
- d) Whether the customer(s) is employed in the same job, working the same number of hours, receiving the same rate of pay, receiving health benefits, or any other changes reported;

- e) Customer's progress, including any problems identified by the customer(s) and employer(s);
- f) How problems/barriers identified were addressed;
- g) Detailed reasons for changes in employment;
- h) Detailed list and/or information regarding job referrals; and
- i) Detailed information on service and planned future activities.

8. Client Case File

The SFWIB will provide a uniform process for data collection through program forms, as well as case file organization. For each customer served, the successful respondent shall maintain an individual case file that includes a detailed chronological account of service delivery including, but not limited to:

- a) Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
- b) Intake information;
- c) Client Release of Information Form;
- d) Case notes;
- e) Employment authorization status;
- f) Referral information;
- g) Termination of Client Services form;
- h) If applicable, a completed FSSP developed for each employable adult in the family unit receiving employment services;
- i) A completed and current individualized employability plan for each client receiving employment services;
- j) Documentation of career laddering services received;
- k) Documentation of client education and training services received; and
- l) A completed Employment and Career Laddering Placement Form and supporting documentation for each placement or self-placement.

9. Coordination of TANF customers with the SFWIB Career Centers

TANF customers must be served at the SFWIB Career Centers. Active customers in the WIOA, may not be served in the RET Program without prior approval from the SFWIB.

10. RCA

RCA customers are required to register and participate in the program as a condition of cash assistance with the RET 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. An employable RCA client as defined in 45 CFR 400.71 shall participate in a job search.

All job referrals shall be documented in the client case file. Successful employment must be reported to the local Automated Community Connection to Economic Self-Sufficiency (ACCESS) Florida Office or other designated agency within five (5) calendar days of the date of employment. Any RCA customer'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 the date of the failure/refusal participate.

11. Pre-Employment Placement Services

Pre-employment placement services deliver a variety of services prior to job placement and is intended to provide information and develop a refugee customer's basic employability skills for optimal job performance and success post placement. The successful respondent shall make pre-employment placement services available; delivered either on an individual or group basis.

Pre-employment services shall include, but not be limited to, providing information on:

- a) Work Readiness: An employer's expectations regarding appropriate attire, demeanor, timeliness, transportation and/or travel, initiative, interpersonal skills, communication skills, and other personnel attributes.
- b) Interview Techniques: Job interview techniques that promote hiring.
- c) Resume or Application Assistance: Completing employment applications and developing resumes.
- d) Employer Benefits and Payroll Options: Common employment practices, including but not limited to, money management, payroll deductions, the availability of health insurance and/or retirement benefits, tax implications of status as an independent contractor versus employee.
- e) Training Options: Training options including vocational training, short-term training and/or English language instruction; and
- f) Career Planning: Work adjustment and/or career counseling and planning to strategically pursue career goals after first job placement.

12. Transportation

Transportation assistance is used as a vehicle to eliminate barriers to employment and self-sufficiency. The only transportation service the SFWIB will reimburse as part of the RET program are bus passes. The successful respondent shall coordinate and pay for the transportation service, which assists eligible customers to achieve and retain self-sufficient employment. The payments shall be documented in both the SFWIB Workforce Management System (WFMS) and the customer's file.

13. Referrals for Support Services

Referrals to community partners for support services may be necessary to enable the RET customer to meet the individual employment goals. The successful respondent must provide referrals to support services for customers. Referrals to support services shall include, but need not be limited to:

- a) Legal services;
- b) English language instruction;
- c) Vocational training;
- d) Child care;
- e) Housing;
- f) Medical services; and
- g) Other local providers and community resources.

14. 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.

15. Labor Market Analysis

The successful respondent must conduct an analysis of the local labor market to determine, at a minimum:

- a) The occupations available in the community relevant to the skills and abilities of arriving refugees;
- b) A list of employers willing to hire refugees;
- c) Prevailing wages; and
- d) A record of all job development activities.

16. Job Development Services

Job Development Services are based on the specific needs and skills of refugees and the local job market. Job Development Services, shall include, but not be limited to:

- a) Customizing job placement based on the level of skill, interest and abilities of refugees;
- b) Identifying and recruit potential employers;
- c) Marketing the skills of refugees and negotiating with employers to facilitate successful job matches and placements;
- d) Maintaining an electronic job bank to record job openings, employers, job referrals, and/or group placements; and
- e) Registering all employment authorized customers in Employ Miami Dade (EMD).

17. Job Placement

Customers placed in jobs shall meet the criteria for employment in 45 CFR 400.81 and the individualized employability plan. Job placements must be the direct result of a job referral made by the successful respondent. Full time placements (35+ hours) that offer health insurance within six (6) months of employment shall be emphasized. Part-time placements (20-34 hours), do not count towards monthly placement goal, but will be acceptable and count toward other performance measures. Seasonal or Temporary employment anticipated to last less than six (6) months is not allowable under this program.

Job placement activities shall include, but do not need to be limited to:

- a) Referrals to identified jobs for which the customer is qualified and which relate to the employment plan;
- b) Assisting customers in developing resumes, completing job applications, and obtaining interviews;
- c) Emphasizing full-time employment that offers health insurance within six (6) months of employment; and
- d) Completion of the Employment and Career Laddering Placement form for each job placement and obtaining either a copy of the customer's most recent check stub or the employer's signature to verify the job placement.

18. Self-Placement

Self-Placement is the acceptance of unsubsidized full-time or part-time employment that is not the result of a referral from the successful respondent. The successful respondent shall complete the applicable sections of the Employment and Career Laddering Placement form for customers who report self-placements to verify employment. Self-placement information must be collected and recoded. Self-Placements do not count towards the monthly placement goal, but count toward other performance measures.

19. Career Laddering (CL) Services

CL services must be provided to customers to support employment advancement. If provided, CL shall include, but is not limited to:

- a) CL Assessment: Assessment shall occur within fifteen (15) calendar days of identifying customers as eligible. Activities shall include:
 - i. CL orientation, including an explanation of program procedures and expectations for customer participation;
 - ii. Customer's education level, native language literacy, English literacy and speaking ability, prior work experience, and relevant vocational skills; and
 - iii. Collection of supplemental intake information including educational attainments, diplomas and/or degrees, and work history.
- b) CL Plan Development: An individual CL plan and CL assessment shall be developed concurrently by the successful respondent and customer utilizing the Employability Plan form. CL plan development shall include:
 - i. Establishment of a career goal;
 - ii. Identification of pre-CL service needs;
 - iii. A formal delineation of steps to accomplish the career goal which identifies the responsible party in each step;
 - iv. Follow-up information to show the customer's progress; and
 - v. The date the customer is eligible for job placement.

20. Follow up Contacts

Follow up services must be provided to all RET customers. Follow up contacts are required monthly with a customer prior to employment; and at intervals of 10, 30, 60 and 90 days for a customer after employment. Follow-up with the employer (at least one contact must be in person) shall occur at a minimum of 10 and 90 days after the initial job placement, except in instances where the employer utilizes an independent work verification system (i.e. the Work Number).

Follow up contacts shall be documented in case notes and include, but not be limited to:

- a) if the customer was/is employed;
- b) Current position;
- c) the number of hours the customer is working and wage rate;
- d) Whether the customer has or will have health insurance coverage;
- e) Employer satisfaction;
- f) Reason(s) for termination if the customer is no longer employed;

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

21. 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. The successful respondent shall ensure that staff is trained on QA regarding program compliance. Customer files shall be monitored to ensure data integrity and compliance with state and local policies; and for continuous improvement of system operations to mitigate any potential errors.

D. Service Delivery Locations

Services shall only be provided to eligible refugees residing within Miami Dade County. The physical site address must be provided for each proposed location and must include the corresponding street and zip code.

E. Staffing

Successful respondents shall ensure adequate program staffing levels 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)**. Additionally, successful respondent(s) shall take steps to retain qualified staff by providing staff development training.

F. Data Entry Requirements

Successful respondent(s) shall align their organization's technological and staffing capacity to comply with the RET program data entry requirements to document provisions of service delivery and jobseeker services. In addition, the RSDS, EMD, and the WFMS shall be used 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 must 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 and 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., Tuesday, February 26, 2019.**

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: The USB flash drive must contain the same documents provided in paper copy. It is the sole responsibility of the respondent to ensure that all documents submitted in paper copy are the same as those included on the USB flash drive.

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

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

B. Proposal Format, Content, and Organization

All proposal components shall be written and submitted in Times New Roman 12 point font, and packaged and labeled separately. The proposal submission shall be 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. Wednesday, March 6, 2019.

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

Attachment B, (Organizational Capabilities Cover Sheet – RET Services), is the Organizational Capability cover sheet for respondent(s) to utilize for the submission of its experience and capabilities. **One (1) legible, unbound original paper copy with the**

pages numbered, and one (1) USB flash drive with documents saved in Microsoft Word format must be submitted. Organizational Experiences/Capabilities that are not in the required format will be deducted one (1) point from the scoring discussed below. Applicable attachments for this section are to be saved in a PDF format on the USB flash drive.

The respondent shall address the items below:

- a. Describe experience delivering the solicited refugee employment services and complete **Reference Chart (Attachment D)**, indicating the number of years the respondent has provided employment services.
 - b. Provide an organizational chart of all staff and complete 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. Provide the physical location(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 customers.
 - d. Describe the financial control process and how it will be used to ensure that the staffing levels are adequate to perform the solicited services.
 - e. Complete **Funding Sources Chart (Attachment E)**.
3. **Technical Proposal Narrative – Thirty-Five (35) Page Limit (Limit excludes applicable attachments)**

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

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

NOTE: 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 non-responsive.** Failure to respond to **any** section of the RFP may result in the Respondent's proposal being deemed non-responsive and thus eliminated from the competitive procurement process.

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

- a. The respondent's strategies to achieve the proposed strategic plan. Describe the contingency plan that will be implemented if the refugee center fails to meet proposed goals outlined in the plan.
- b. Detail the respondent's partnerships with other agencies that assist refugees in achieving economic self-sufficiency. Response shall specifically address how barriers to employment will be eliminated.
- c. Outreach strategies designed to target and recruit eligible refugees in Miami-Dade County. The response shall include a plan for re-engaging jobseekers that may still be in need of services after their case has been closed.
- d. The respondent's overall process for intake and case management that will be used to track the steps outlined in the employability and family self-sufficiency plans.
- e. The respondent's process for job development and job placement services. The Respondent's strategies shall include, but not be limited to, employer engagement, job development and placement goals.
- f. Specific strategies to prioritize and provide job placement for first year customers. Describe how the respondent has addressed hard to serve clients and provide examples.
- g. The respondent's placement verification and validation process. 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.
- h. Strategies that will be used to follow up with clients at the appropriate intervals of employment to help ensure job retention. The strategies shall detail how the respondent will conduct timely follow ups and specific strategies to achieve and maintain the Performance Standard.
- i. The respondent's process to evaluate the refugee programs' success and effectiveness.

4. Proposed Deliverables

Respondents to RET services shall complete the **Proposed Deliverables Form (Attachment G)** using expected deliverables as well as a brief narrative response. The Proposed Deliverables Form 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), CL training related placement and CL non-training related placements during or upon training completion.

The respondent shall describe:

- a) In detail, the strategies that will be used to achieve and exceed the proposed deliverables.
- b) The strategies of how the respondent will manage and maintain the proposed deliverables.

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. Proposed Deliverables that are not in the required format will be deducted one (1) point from the scoring described below.

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 the organization's strategies that will be used to achieve and exceed each of the performance standards included in the attached chart. Describe in detail any additional proposed outcomes.
- c) Describe its current and past performance in working with refugees. Current RET providers shall submit the performance matrix tool, the CareerSource South Florida Balance Scorecard Report. Respondents that do not have a current RET contract 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 cover sheet to be used for the submission of the budget for all proposed RET services. **One (1) legible original paper copy, and one (1) electronic copy shall be saved on the USB flash drive in Microsoft Excel format of Attachment H are required to be submitted.** Budgets that are not in the required format will be deducted one (1) point from the scoring described below. The proposed budget shall be prepared in a manner that ensures there is no information on any page of the budget that identifies the respondent submitting the budget. **Budgets that include identifying information will be deducted one (1) point per occurrence from the total score as described below.**

The respondent should 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. The budget narrative shall be submitted with **Attachment I, (Budget Forms)**. **One (1) legible original paper copy, and one (1) electronic copy saved on the USB flash drive in Microsoft Excel format of Attachment I (Budget Forms) are required to be submitted. A budget narrative that is not in the required format will be deducted one (1) point from the total score as described below.**

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

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

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

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, with their response to this RFP, an indirect cost rate proposal unless the sub-**

recipient has an existing indirect cost rate from a federal agency or pass-thru entity or elects the de minimis rate as identified in federal law.

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

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

Respondents that already have an approved indirect cost rate must submit a copy of the indirect cost rate approval letter from their respective agency. Respondents that do not have an approved rate must submit an indirect cost rate proposal in accordance with CareerSource 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/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2005-guidance-papers/050finalrwbcedures072805.pdf?sfvrsn=2>

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 the 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 the respondent's submission, the organization's most recent Independent Audit Report and Management Letter must be included in the Due Diligence package.

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

disqualification prior to the Public Review Forum scheduled for **Wednesday, March 6, 2019 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 may be disqualified as non-responsive. A respondent may include additional information and such information may or may not be considered by the SFWIB during the evaluation process.

The evaluation process is designed to assess the respondent's ability to meet the SFWIB's requirements and 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 **Wednesday, March 6, 2019 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
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 2018-19 RET Services contractors must meet a minimum sixty-five percent (65%) of the PY 2017-18 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(s);
- Acceptance by the respondent(s) of the contract terms and conditions;
- Satisfactory verification of past performance and systems (e.g. financial); and,
- Availability of funds.

E. Appeal Process

Respondents will be advised of the SFWIB's appeal process at the **March 6, 2019** 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). The SFWIB shall pay the successful respondent(s) up to a total amount that will be agreed upon by the SFWIB and the respondent(s). Said amount will be based on services provided and be subject to the availability of funds. 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 Part III. RET 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 from the Federal government. The successful respondent(s) 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 within any resulting contract term, including any extensions or renewals. If the expenditure report submitted identifies any unearned income, the successful respondent(s) 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 respondent 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 Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

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

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery**. No later than ten (10) business days **prior to** employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be working for Contractor on this Contract and that they are eligible for employment, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include, fingerprinting for statewide criminal history records checks through the 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. To obtain fingerprint based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through Volunteer & Employee Criminal History System (VECHS). The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if Contractor is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of Contractor's staff assigned to the SFWIB's CareerSource center(s) at Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.

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

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

E. Cancellation Clause

The submission of a proposal does not commit the SFWIB to award a Contract, to pay any costs incurred in the preparation of the proposal, or to procure or Contract for services or supplies. The SFWIB 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 at any time prior to the award of the contract. 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 only 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 U.S. 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, DCF, 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

A Respondent shall adhere to all of the SFWIB's policies and procedures. Copies of said policies and procedures will be provided after a contract is awarded. Site visits may be conducted to determine whether the successful respondent(s)' fiscal and administrative systems satisfy its contractual obligations. On-site reviews of programmatic, administrative, and fiscal capabilities will include, but may not be limited to, the following:

Operational Status: The respondent must be an incorporated respondent 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 twenty percent (20%) shall be applicable irrespective of any amendments made to the contract. This requirement helps to ensure respondent can adequately assume liability for program costs in instances where an audit identifies disallowed costs. The only exception to this requirement may be made in the case of government agencies.

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

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

If a respondent is approved for funding and does not have an independent audit for review, the respondent will be given up to ninety (90) days (from the date 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 will include an inspection of staff resumes, facilities and equipment (if appropriate), insurance, documentation of the agency's past performance in meeting training and employment goals, past programmatic quality assurance reviews, and other relevant documentation.

J. Collusion

Where two (2) or more related parties, as defined herein, each submit a bid for any Contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. "Related parties" shall mean the respondent or the principals thereof which have direct or indirect ownership interest in another respondent for the same Contract. Furthermore, any prior understanding, agreement or connection between two or more corporations, firms or persons submitting a bid for the same materials, supplies, services or equipment shall also be deemed collusive. Bids found to be collusive shall be rejected. Respondents who have been found to have engaged in collusion may be 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 attorneys' fees.

L. Florida Public Records Law

Respondents 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 respondent shall not submit any information in response to this invitation which the respondent 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 respondent.

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 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 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 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.

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