SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

REQUEST FOR PROPOSALS (RFP)

FOR

WORKFORCE SERVICES

Release Date: November 9, 2026

All proposals shall be submitted by 4:00 p.m. EDT, December 18, 2026

Submit Responses to:

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

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Part I Invitation

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

The South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB, CareerSource, or Board), is one of 21 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 County. Through its 7 CareerSource centers located across the LWDA, the SFWIB serves businesses, jobseekers, adults, youth, dislocated workers, and individuals transitioning from welfare to work.

The SFWIB is a governmental agency and instrumentality of Miami-Dade County, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. The 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. Overview of Solicited Workforce Services

The SFWIB, through its competitive procurement process, is soliciting proposals to select organizations to serve as a Service Provider to provide a menu of workforce services to eligible adults, dislocated workers, public assistance recipients, reemployment assistance claimants, and businesses, funded by the sources listed in Part I.F. Respondents to this RFP shall articulate their plans of action to deliver the solicited services as the Service Provider.

In addition to the requirements listed in Part III.B, Description of Deliverables and Performance Measures, each proposal for these services must evidence the respondent's track record and successful performance in delivering the solicited or comparable services. Each respondent must also have, and document in its proposal, an in-depth knowledge of the fiscal, administrative and programmatic requirements of the workforce services' programs and the SFWIB.

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

C. Workforce Innovation and Opportunity Act (WIOA) Background

Workforce Services shall be provided in accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law (P.L. 113-128) enacted July 22, 2014, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Family Self Sufficiency Chapter 414, Florida Statutes, Chapter 445, Florida Statutes, and all other applicable federal, state and local laws and regulations, as well as all applicable SFWIB directives, policies and procedures. The WIOA supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

In addition, WIOA authorizes other programs administered by the Department of Education and the Department of Health and Human Services for specific vulnerable populations, including the Job Corps, YouthBuild, Indian and Native Americans, and Migrant and Seasonal Farmworker programs.

The WIOA is one of the primary sources of funding for workforce development activities in LWDA 23. Respondents to this solicitation must be familiar with the WIOA and federal regulations applicable to the WIOA. The WIOA and applicable regulations can be accessed on the Department of Labor's site at: www.dol.gov/agencies/eta.

D. Method of Solicitation

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

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

E. Eligible Respondents

Non-profit, for-profit and public entities licensed to operate in the State of Florida are eligible to respond to this RFP. One-Stop Operators are not eligible to be Workforce Service Providers.

Subject to the requirements described herein, a respondent may subcontract with sub-groups to provide the specific services it proposes to offer in its 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 sub-contractor(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. All contracts or subcontracts related to the provision of any services under this RFP must be approved by the SFWIB prior to the final contract execution, and are subject to all applicable conditions and provisions 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]

[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 a contract(s) with successful Workforce Services respondent(s) for the period of January 1, 2027 through June 30, 2028. The SFWIB reserves the right to amend the contract(s) at the sole discretion of the SFWIB, and shall be subject to the availability of funds. Any amendments shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract, including any amendments.

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

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

It is anticipated that funds for Workforce Services contracts will range from approximately $500,000 to $2,500,000 per year for each year of the solicited contract period. However, the estimated funding award will be contingent on the number of jobseekers and employers proposed to be served, the number of jobseekers 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.

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Part II

RFP Calendar and Process

A. Solicitation Timetable

	COMPLETION DATE		
RFP Events	**Day**	**Date**	**Time**
RFP Issued	**Monday**	**November 9, 2026**	**1:00 p.m.**
Offerors' Conference (via Zoom)	**Monday**	**November 23, 2026**	**1:00 p.m.**
Deadline for Request for Clarification Inquiries	**Monday**	**November 23, 2026**	**1:00 p.m.**
Responses to Questions and Any Addenda Posted	**Wednesday**	**December 2, 2026**	**4:00 p.m.**
Deadline for Receipt of Proposals	**Friday**	**December 18, 2026**	**4:00 p.m.**
Public Review Forum	**Wednesday**	**December 23, 2026**	**1:00 p.m.**
Recommendations provided to the Executive Director	**Wednesday**	**December 23, 2026**	**4:00 p.m.**
Deadline to File Appeal (Part IV.E)	**Tuesday**	**December 29, 2026**	**4:00 p.m.**
Execution of Contract	**NLT**	**December 31, 2026**	**4:00 p.m.**
Contract Start Date	**Friday**	**January 1, 2027**	**8:00 a.m.**

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

B. Cone of Silence

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

Communications regarding the RFP between a potential 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 Contracts Manager, Robert Smith at robert.smith2@careersourcesfl.com no later than **1:00 p.m., Monday, November 23, 2026**.

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

D. Offerors' Conference

An Offerors' Conference will be held to afford respondents an opportunity to communicate questions and/or concerns relevant to the RFP. Although attendance is not required, all potential respondents are strongly encouraged to attend. The conference is scheduled for **1:00 p.m., Monday, November 23, 2026** via zoom. A link will be provided to all respondents and posted at www.careersourcesfl.com.

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

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

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

Answers to relevant questions during the conference will be posted on the SFWIB's website (www.careersourcesfl.com) under this RFP Q&A.
Responses to all accepted written questions, and any addenda to this RFP, will be posted no later than 4:00 p.m., Wednesday, December 2, 2026.

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Part III
Workforce Services Scope of Services

A. Workforce Services Overview

The U.S. Department of Labor envisions WIOA as the driver of workforce systems that support strong regional economies and plays an active role in community and workforce development. Workforce Services to businesses is a critical component of the workforce delivery system. The SFWIB's goal with this RFP is to provide workforce services that ensure business and industries are the primary customers whose needs are at the core of the LWDA's service delivery system. This delivery model enhances the ability of the SFWIB to meet the needs of both the business and job seekers and workers.

Workforce Services strengthens and supports LWDA 23 businesses through a skilled workforce; and improves job and career options for jobseekers and workers that will help individuals obtain and retain self-sufficient employment and advance in their careers.

A successful respondent(s) to this RFP will deliver the solicited workforce services to a diverse population of eligible individuals, which includes, but is not limited to, the following:

- Any individual in need of workforce services;
- Dislocated workers;
- Veterans
- Spouse of Veterans
- Individuals with a "barrier to employment''

The populations included in the WIOA definition of individuals with a "barrier to employment'' is as follows:

- Displaced homemakers;
- Low-income individuals;
- Indians, Alaska natives, and native Hawaiians;
- Individuals with disabilities, including youth with disabilities;
- Older individuals (age 55 and older);
- Ex-offenders;
- Homeless individuals, including homeless children and youths;
- Youth who are in or have aged out of the foster care system;
- Individuals who:
    - Are English language learners;
    - Have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual's family, or in society); and
    - Face substantial cultural barriers;
- Are eligible migrant and seasonal farmworkers;
- Are within two years of exhausting lifetime Temporary Assistance for Needy Families (TANF) eligibility;
- Are single parents (including single pregnant women);
- Are long-term unemployed individuals (unemployed for twenty-seven (27) or more consecutive weeks); and
- Are in such other groups as the Governor of Florida determines to have barriers to

employment.

B. Description of Deliverables and Performance Measures

The successful respondent shall deliver the services described in this Part III.B to meet or exceed, at each CareerSource center location, the performance measures in Attachment J (Proposed Deliverables and Performance Chart), as finalized in the contract, Exhibit A, Statement of Work. Attachment J identifies the core measures used for Performance Remediation under Part V.

1. Workforce Services to Job Seekers

As part of the Workforce Services, the successful respondent(s) shall provide job placement services as described in this section. The main goal of Workforce Services is job placement either in the form of a Direct Job Placement (DJP) or Job Development (JD). The Code of Federal Regulations (CFR), 20 CFR 651.10, defines a job placement as the hiring by a public or private employer of an individual referred by the employment service office for a job or an interview, provided that the same employment service office completed all of the following steps:

a) Prepared a job order form prior to referral, except in the case of a job development contact on behalf of a specific applicant;
b) Made prior arrangements with the employer for the referral of an individual or individual(s);
c) Referred an individual who has not been specifically designated by the employer, except for referrals on agricultural job orders for a specific crew leader or worker;
d) Verified from a reliable source, preferably the employer, that the individual had entered on a job; and
e) Appropriately recorded the placement.

Further as required by SFWIB policies, the aforementioned steps must be completed in sequential order. In addition, if the placement is with a staffing agency, the successful respondent shall maintain documentation (i.e. pay stub or payroll register) in the participant's file verifying the participant was assigned to a worksite and earned wages. The first pay stub after start date is preferred.

SFWIB policies require individual jobseekers to be fully registered in the Employ Miami-Dade (EMD) database prior to being referred for employment. All placements must be verified using a reliable source (e.g., employment verification signed by the employer, New Hire Report, the Work Number, Wage Credit, or pay stub) and must be recorded in EMD.

Note: The successful respondent is not authorized, under any circumstances, to move or share placements that occur at one CareerSource center location with another.

As part of the Workforce Services, the successful respondent shall provide intake and eligibility of career services: basic, individualized/training and follow-up services to eligible jobseekers. The successful respondent shall also provide workforce services as set forth in **Attachment Q** (**Talent Development Flow Chart).**

The successful respondent shall provide, but is not limited in providing, the following required workforce services tasks:

a) **Intake**

Intake is the process of determining a job seeker's eligibility for workforce services, and economic status. The intake process includes, but is not limited to:

i. General orientation
ii. Initial application
iii. Complete EMD/EM registration
iv. Literacy, numeracy and skills testing
v. Barrier screening: screening of every applicant for each barrier to employment listed in Part III.A, with documentation that meets FloridaCommerce and SFWIB eligibility policy, recorded in EMD at enrollment. Staff shall complete SFWIB barrier-definition training before determining eligibility.

b) **Eligibility for Career Services**

The eligibility of career services is the determination of whether individuals are eligible to receive assistance under the WIOA. Career services eligibility is made upon reviewing documents collected by staff to determine if the participant is eligible for enrollment under the WIOA. The types of career services are:

i. **Basic Services**

Basic Services are available to all individuals seeking services in the One-Stop delivery system and shall include, but not be limited to:

- Labor exchange services.
- Outreach, intake and orientation to information and other services available through the One-Stop delivery system.
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
- Current workforce and Labor Market Information (LMI)
- Information and referrals on specific programs and services available in the community
- Information and assistance regarding filing claims for RA
- Performance and program cost information on eligible providers of training services by program and type of providers.
- Supportive services information.

ii. **Individualized Services**

Using an integrated service delivery model, individualized services assist eligible participants to obtain or retain employment. These services include, but are not limited to:

- Comprehensive and specialized assessment of the skill levels and service needs of adults and dislocated workers.
- Development of an individual employment plan.
- Group and/or individual counseling and mentoring.
- Career planning (e.g. case management).
- Short-term pre-vocational services (e.g., employability skills).
- Out-of-area job search assistance.
- Internships and work experience that are linked to careers.
- Workforce preparation activities.

- Financial literacy services.
- English language acquisition and integrated education and training programs.
- Support services information.

iii. **Training Services**

Respondents shall offer an array of training services to eligible unemployed participants and under employed workers. Respondents shall administer training services in accordance with the applicable SFWIB Policies and Procedures.

Respondents shall provide training services to individuals who:

- Meet the eligibility requirements;
- Have an identified and documented need for training to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
- Have the skills and qualifications to successfully participate in a selected training program.

Training programs must be linked to in-demand employment opportunities in the LWDA or in a geographic area in which the participant is willing to commute or relocate.

Authorized training includes:

- Occupational skills training (i.e., individual training account)
- Work-based training
- Job readiness training

Successful respondent(s) shall adhere to the SFWIB **Attachment N and Attachment O** (ITA Policy and Procedures) and **Attachment R** (OJT Manual) when providing training services.

iv. **Follow-Up Services**

The successful respondent(s) shall provide follow-up services to participants to help ensure the individual obtains or retains unsubsidized employment. Follow-up shall include documented contact with each placed participant at 30, 60, and 90 days after placement and verification of wages at 90 days from a source listed in Part III.B.1, recorded in EMD.

c) **Support Services**

Support Services are a vehicle to eliminate barriers to employment and assist the participant in achieving self-sufficiency. The successful respondent(s) shall coordinate and/or provide support services, which will afford eligible participants the opportunity to satisfy required program activities. Payment of support services shall be documented in both the SFWIB Workforce Management System (WFMS) and the participant's file. The support services provided shall include, but not be limited to:

- Transportation
- Work permit
- Tools

- Uniforms
- Clothing
- Occupational license
- Credential validation and translation
- Criminal record expungement and sealing

2. Workforce Services to Businesses

The successful respondent(s) shall focus on attracting new businesses while maintaining the current relationships. The respondent shall describe how its organization will incorporate industry specific career pathways based on the current Regional Demand Occupations List for Workforce Development Area 23.

Respondents shall, at a minimum, perform the following services to business:

a) Specialized recruitment and screening services
b) Information and technical assistance
c) Development services for the businesses' employees

The successful respondent shall meet the business services measures in Attachment J. The successful respondent shall coordinate employer outreach with the SFWIB Business Services Unit to avoid duplicate employer contacts, attend the SFWIB monthly provider business services roundtable, and record each qualifying business service in EMD within the timeframe set in Attachment J.

3. Program-Specific Services

In addition to the services in Parts III.B.1 and III.B.2, the successful respondent shall deliver the following program-specific services, as measured in Attachment J:

a) Career Advancement Program (TANF). Engage mandatory participants in countable work activities consistent with family type and required hours, request sanctions timely, and re-engage sanctioned participants.

b) Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T). Complete initial engagement of participants referred by the Department of Children and Families, assign participants to qualifying components, and close cases with documented outcomes.

c) Reemployment Services and Eligibility Assessment (RESEA). Conduct RESEA sessions within required timeframes and resolve Red Flag Report items each month.

d) Labor exchange, veterans, and farmworker services. Provide labor exchange services consistent with SFWIB policy; provide priority of service and intake to veterans and coordinate with Jobs for Veterans State Grant staff; and meet Migrant and Seasonal Farmworker reporting and equity requirements.

e) Rapid Response and layoff aversion. Coordinate with the SFWIB Rapid Response coordinator, participate in employer and worker sessions on the timeline SFWIB sets, and provide affected workers with a reemployment plan.

4. Wagner-Peyser Transition

The U.S. Department of Labor's Wagner-Peyser Act Employment Service staffing final rule,

effective October 19, 2026, allows states to change how Employment Service staff are assigned. If FloridaCommerce or CareerSource Florida issues policy changing the delivery of Wagner-Peyser, Jobs for Veterans State Grant, or RESEA services in LWDA 23, the SFWIB may amend the scope of services, staffing, budget, and Attachment J measures of any contract resulting from this RFP.

C. Workforce Services CareerSource Locations

The SFWIB CareerSource centers are located in Miami-Dade County (LWDA 23). Respondents may propose to deliver workforce services in one or more of the following CareerSource center locations as set forth in the table below:

CareerSource Center	Address
*Northside/Floral Heights	240 E 1 Avenue, Suite 222 Hialeah, FL 33010
North Miami Beach	801 NE 167th St. Miami, FL 33162
Carol City	4888 NW 183 Street, suites 201-206 Miami Gardens, FL 33055

*Note: this is a temporary location and may be changed during this contract period.

Although the successful respondent may list a preference for location, the successful respondent(s) is not guaranteed to provide the solicited services at their proposed location(s). The respondent may be required to deliver the services at a different location, determined at the sole discretion of the SFWIB.

D. Staffing

In order for CareerSource Centers to deliver maximum value to workforce services participants, respondents should make every effort to maintain adequate staffing levels.

Successful respondent(s) shall provide orientation on the workforce development system, specifically on the delivery of the solicited services to their staff.

Additionally, successful respondents shall provide opportunities for continuous skills development for and take steps or develop methods to retain qualified staff.

The respondent's staff will only be given access to SFWIB system when said individual has been approved by SFWIB staff. SFWIB reserves the right to right to refuse access and/or revoke access at any time when doing so is in the best interest of the SFWIB.

E. Required Workforce Services CareerSource Center Partners

The WIOA reinforces partnerships and strategies that are necessary for career centers to provide jobseekers and workers with services to obtain and maintain self-sufficient employment. The WIOA required partners contribute to the delivery of workforce development services throughout LWDB Area 23. The respondent(s) shall describe its referral process with each of the required partners in the following list, shall include with its proposal letters of commitment from any partner it proposes to rely

on, and shall execute written referral agreements with the Department of Children and Families and Vocational Rehabilitation within ninety (90) days of contract start:

- Adult Education and Literacy;
- Vocational Rehabilitation;
- Career Technical/Postsecondary Education;
- Community Services Block Grant;
- Department of Housing and Urban Development;
- Job Corps;
- Senior Community Service Employment;
- Migrant and Seasonal Farm Workers;
- Re-entry Employment Opportunity;
- YouthBuild;
- Temporary Assistance for Needy Families (Department of Children and Families);
- Reemployment Assistance (Unemployment Compensation);
- Indian and Native American Tribe, and
- Jobs for Veterans State Grants.

F. Data Entry Responsibilities

Successful respondent(s) shall use the Initial Assessment Application, Atlas System, Employ Miami Dade (EMD), One Stop Service Tracking System (OSST), and the Workforce Management System (WFMS) to document the delivery of services to jobseekers. The aforementioned systems are accessible at www.careersourcesfl.com. All services, case notes, barrier documentation, and outcomes shall be entered in the applicable system within the timeframes in Attachment J. The SFWIB may audit data entry at any center location at any time.

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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 three (3) 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., December 18, 2026**.

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

NOTE: **The USB flash drives must contain the same document provided in the paper version.** 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. The USB flash drive must be submitted **without** password protection.

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

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

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

B. Proposal Format, Content, and Organization

All proposal components shall be written and submitted in Times New Roman 12 point font, 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 **Attachment A (Organizational Identification Data Form),** 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 labeled Attachment A with **no identifying information** on the cover. **Only one (1) original of (Attachment A) is required to be submitted.**

Attachment A will be opened at the **Public Review Forum** scheduled for **Wednesday, December 23, 2026.**

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

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

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

The respondent shall address the items below:

a. Describe the organization's experience delivering the solicited workforce services and complete **Attachment D (Reference Chart)**, indicating the number of years the respondent has provided employment services.

b. Describe the respondent's staffing plan that will be used to ensure the successful delivery of the solicited services. **Attachment P (CareerSource Center Staffing)** should be used as a reference for the position descriptions utilized in the staffing plan.

c. Provide an organizational chart of all staff and complete the **Attachment C (Qualifications of Administrative and Program Staff Chart)**. Resumes for all identified personnel are to be attached to the completed chart. If additional staff will be hired, a job description for each proposed staff should be included as part of the attachments.

d. Describe the organization's financial control process that will be used in the delivery of the solicited services.

e. Complete the **Funding Sources Chart (Attachment E)**.

f. Past performance. Provide results for each workforce services contract the organization has held in the last three (3) years, including placements, entered employment or employment rates, and any performance improvement or corrective action plans. SFWIB will verify results with funders and, for current and former SFWIB providers, with SFWIB monitoring and performance records.

g. Disclosure of past performance issues. Disclose any corrective action plans, probationary status, contract non-renewals, terminations for cause, or formal sanctions imposed by any workforce board or government funder in the last five (5) years, including the circumstances and resolution.

3. **Technical Proposal Narrative – Forty-five (45) Page Limit (Limit excludes applicable Attachments)**

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

The Technical Proposal Narrative shall be prepared in a manner that ensures there is no information on any page of the proposal that identifies the organization submitting the proposal. **Respondent's total score will be reduced by one (1) point from the scoring described below per occurrence of identifying information in the Technical Narrative. Respondents may cite results from past contracts in the Technical Narrative without naming the organization, its funders, or its service locations. Identifying past-performance information belongs only in the Organizational Experiences/Capabilities section.**

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

Respondents to this RFP shall provide a strategic plan that emphasizes staff integration, talent development flow, business engagement and job placements in the Technical Narrative.

The respondent shall provide a comprehensive strategic plan as the Service Provider in response to the questions in this section. The response to each of the questions below shall include, but not be limited to, the following:

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

The respondent's strategic plan shall:

a. Describe your organization's approach to identifying, recruiting, and engaging new businesses to participate in workforce services. Your response must include your outreach and marketing strategies, monthly performance goals for new business engagement, job orders and your approach to employer retention and follow-up. Existing providers should include examples and metrics from past outreach efforts, while new applicants should reference related outreach experience or strategies from similar industries. Include how you will match qualified jobseekers to open job orders at each center and track the referral-to-placement ratio.

b. Describe your strategy for enhancing business services by connecting employers to work-based learning opportunities, including On-the-Job Training (OJT), Paid Work Experience (PWE), Transitional Jobs, Pre-Apprenticeships, and Registered Apprenticeships. Your response must include alignment with Opportunity Miami or the Regional Demand Occupations List and address how your organization retains employer relationships and follows up on training outcomes. Existing providers should provide data on past employer participation and outcomes; new applicants should outline a detailed action plan.

c. Describe your organization's daily operational strategies for delivering jobseeker services both in-person at career centers and virtually. Your response should include the registration, assessment, and job referral process; staff roles and responsibilities; and specific measures in place to ensure timely and efficient service delivery. Include your approach to following up with participants after service interactions. Existing providers should share examples of service delivery improvements; new applicants should propose a service workflow based on best practices. Explain how your organization will coordinate and maximize available funding sources to provide seamless services to jobseekers facing employment barriers such as individuals with disabilities, veterans, individuals experiencing homelessness, ex-offenders, and recipients of public assistance. Your response should include a strategy for co-enrollment, resource coordination, and a service delivery process that ensures participants have access to necessary supports. Include strategies to promote long-term participant development and retention. Existing providers should present data on cross-program coordination; new applicants should outline an integrated model and implementation plan.

d. Describe your case management structure and how it supports seamless service delivery across various workforce programs and funding sources. Your response must include a case management workflow, an organizational chart showing staff responsibilities, and methods to ensure consistency in service delivery. Include your approach to ongoing participant follow-up and tracking of developmental milestones. Existing providers should describe successful outcomes from their structure; new applicants should describe how they will implement and manage this model.

e. Describe your approach to co-enrolling older youth under both youth and adult workforce programs. Include a process flow outlining key decision points, a discussion of the benefits of co-enrollment, and your strategy for ensuring continued engagement through to employment. Existing providers should provide data on past co-enrollment results; new applicants should provide a rationale and implementation plan.

f. Outline your strategy to re-engage jobseekers who are at risk of exiting or who have exited without achieving employment. Include specific outreach and follow-up methods, monthly performance targets, and how you will support re-engaged individuals through development or placement services. Existing providers should present data on re-engagement efforts; new applicants should propose a structured, data-informed approach.

g. Describe how your organization develops and coordinates comprehensive employment and/or educational plans for participants. Include how you use technology to streamline service delivery, methods for tracking participant progress, and how follow-up and retention support are integrated into the planning process. Existing providers should share past outcomes and examples; new applicants should outline their planned structure and goals.

h. Describe how your organization is partnering with local educational institutions to increase access to high-demand occupational training that leads to employment. Your response should include the names or types of institutions you partner with, how the training aligns with local labor market needs, and how you track outcomes such as training completion, credential attainment, measurable skill gains, and job placement. Existing providers should include performance metrics; new applicants should describe their current or planned partnerships.

i. Describe your organization's overall strategy for participant retention and follow-up. Include specific methods used to keep jobseekers engaged across service phases (e.g., training, job search, employment), follow-up protocols after job placement (e.g., 30/60/90-day check-ins), and how you track long-term participant outcomes. Existing providers should provide retention data and examples; new applicants should provide a structured model with clear benchmarks.

j. Describe your organization's quality assurance structure, including who holds QA authority, how frequently center-level performance is formally reviewed, and what specific corrective actions were taken in the last three years in response to underperformance at any location you operated (existing providers must cite at least one real example, including the outcome; new applicants must describe the QA structure they will implement).

k. Describe your organization's progressive discipline and corrective action policy for staff and for underperforming program sites. Include the specific triggers that activate a corrective action or performance improvement plan, the timeline for remediation, and the consequence if a site fails to improve within that timeline.

l. Multi-site management and consistency. If awarded multiple center locations, describe your management structure for ensuring consistent service quality and performance across all sites simultaneously. Include site-level leadership assignments, staffing contingency/backup coverage plans for turnover or vacancy, and how you detect and correct performance divergence between centers before it becomes systemic.

m. Early-warning and self-monitoring. Describe the internal dashboard, data system, or reporting cadence you will use to track progress toward Attachment J performance measures on at least a monthly basis per center, and the specific internal escalation process when a center is trending below target at the 90-day and 6-month marks.

n. Reserved. (Disclosure of past performance issues is now Organizational Experiences/Capabilities item g.)

o. Financial sustainability at scale. Describe your organization's financial capacity to simultaneously fund startup and operating costs across all proposed center locations without SFWIB cash advances, including how a funding shortfall or revenue reimbursement delay at one site would be managed without compromising service delivery at others.

p. Barrier identification. Describe how you will screen, document, and record each barrier to employment listed in Part III.A at intake, train staff on barrier definitions, and verify the accuracy of barrier recording monthly at each center.

q. Earnings and follow-up. Describe how you will increase wages at placement and after placement, verify wages, and use follow-up contacts to support retention and wage advancement.

r. Public assistance participants. Describe how you will engage Career Advancement Program (TANF) and SNAP E&T participants, coordinate with the Department of Children and Families, and co-enroll eligible participants in WIOA.

s. Start-up and transition. Describe your plan to begin services on January 1, 2027, including staffing in place on day one, the status of Level 2 background screening for proposed staff, system access, the timeline to reach full staffing, and continuity of services for participants already enrolled at the center.

1. Proposed Performance Measures / Outcomes

Respondents to the **Workforce Services** RFP shall complete **Proposed Deliverables and Performance Chart (Attachment J)**. The Respondent's alpha-numeric code shall be present in the header of each submitted Proposed Performance/Outcomes Measures Chart.

a. **Attachment J** provides information on required workforce service performance standards. Complete **Attachment J** with Respondent's proposed performance outcomes. Proposed Performance may not be lower than the Minimum

Performance for any measure; a proposed figure below the minimum will receive zero points for that measure. Proposed figures become the contract targets in Exhibit A, Statement of Work.

b. Describe in detail the strategies that you will implement to ensure the achievement of the expected performance outcomes listed on the Proposed Performance/Outcomes Form. Detail your oversight approach and what processes you will implement to indicate when changes in performance management are necessary.

c. The plan should also include how you will use innovation and creativity to outreach career services and programs to jobseekers and businesses.

Same as above, One (1) legible, original unbound paper copy, and three (3) electronic copies saved on a USB flash drive in Microsoft/Excel (format). Attachment J is required to be submitted. Proposed Performance/Outcomes that are not in the required format will be deducted one (1) point from the scoring described below.

4. Budget

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

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

Respondents shall submit individual budgets per proposed center location.

The respondent shall provide separate program and administrative budgets per proposed center location. **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%) or the approved indirect rate. 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 I, (Budget Narrative Instructions),** in completing this requirement. **The budget narrative shall be submitted with Attachment H, (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 H (Budget Forms) are required to be submitted.**

The Budget Narrative shall also state the projected cost per placement for each proposed center location. A budget narrative that is not in the required format will be deducted one (1) point from the total score as described below.

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

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

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

5. Indirect Cost Rate Proposal

The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended, requires that every sub-award of federal funds from pass-through entities, such as the SFWIB to the sub-recipient must include, among other elements, an indirect cost rate. **Accordingly, all respondents are required to submit, with their response to this RFP, an indirect cost rate proposal unless the respondent has an existing indirect cost rate from a federal agency or pass-thru entity or elects the de minimis rate as identified in federal law.**

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

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

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

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

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

http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2005-guidance-papers/050finalrwbcapprocedures072805.pdf?sfvrsn=2

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

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

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

7. Due Diligence Requirements

Attachment K sets forth the **Due Diligence Requirements**. **One (1) original set** labeled Due Diligence documents must be packaged separately and included in the respondent's submission, the respondent'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, December 23, 2026 at 1:00 p.m.**

8. Operational Documents

Respondents should review the Operational Documents link provided on the SFWIB website with this RFP. Submission of operational documents will be required immediately thereafter if selected as a potential provider.

C. Selection Process

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

The evaluation process is designed to assess the respondent's ability to meet the SFWIB's requirements and to identify those respondents most likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner, at a publicly noticed selection committee meeting held in accordance with the Government-in-the-Sunshine Law. The meeting (**Public Review Forum**) is scheduled for **Wednesday, December 23, 2026 at 1:00 p.m.** via zoom. Respondents are encouraged to attend the **Public Review Forum**.

Price is an important factor in selecting a respondent. However, other factors in the competitive

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

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

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

SFWIB will evaluate the Program Year 2024-25 and 2025-26 performance of all current and former SFWIB-contracted providers as part of the Organizational Experience, Capabilities and Past Performance score. Those providers who are not maintaining an acceptable level of performance as outlined by their contract may or may not be considered for future contracts.

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

PROPOSAL COMPONENT	MAXIMUM VALUE
Organizational Experience, Capabilities and Past Performance	**15**
Technical Narrative	**35**
Quality Assurance, Corrective Action & Multi-Site Management	**15**
Performance	**20**
Budget	**10**
Indirect Cost Rate Proposal & Cost Allocation Plan	**5**
TOTAL SCORE	**100**

Scoring crosswalk: Organizational Experiences/Capabilities items a through g are scored under Organizational Experience, Capabilities and Past Performance. Technical Narrative items a through i and p through s are scored under Technical Narrative, and items j through m and o under Quality Assurance, Corrective Action & Multi-Site Management. Attachment J and Proposed Performance items a through c are scored under Performance.

D. Contract Award

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

Final award of a contract or contracts is contingent upon:

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

E. Appeal Process

A respondent may appeal the recommended award by filing a written appeal with the SFWIB Executive Director, delivered to the address on the cover page or by e-mail to the procurement agent named in Part II.C, no later than 4:00 p.m., Tuesday, December 29, 2026. The appeal must state the specific grounds and the relief requested. Appeals that are untimely, or that challenge the requirements of this RFP rather than the evaluation, will not be considered; questions about RFP requirements must be raised by the clarification deadline in Part II.A. The Executive Director will issue a written decision no later than December 30, 2026, and that decision is final.

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Part V
Contractual Specifications

A. Payment Structure

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

Payment for any contract entered into as a result of this solicitation will be made monthly subject to the receipt of the Contractor's properly completed request for payment.

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

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

B. Contract Terms and Financial Capacity

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

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

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

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

C. Confidentiality

The successful respondent may handle or have access to confidential participant information, during the Contract term. To the extent required by any applicable federal

or state law, or as requested by a regulatory authority or as requested by the SFWIB, the respondent shall keep confidential any and all such information obtained during the course of the Contract.

D. Level 2 Background Screening Requirement

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

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

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** 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 FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if 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 terminated 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.

Transition to a January 1, 2027 start. Staff currently assigned to an SFWIB CareerSource center who hold a current Level 2 background screening under this section may transfer to the successful respondent, subject to SFWIB approval of system and facility access. The SFWIB may approve a phased start under which only staff who have completed screening and received access deliver services.

E. Cancellation Clause

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

F. Omission from the Specification

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

G. Indemnification

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

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

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

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

H. Non-Discrimination and Equal Opportunity

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

1. Section 188 prohibits discrimination in WIOA Title I-funded programs based on race, color, religion, sex (except as permitted under Title IX), national origin, age, disability, or political affiliation, and for beneficiaries, applicants, and participants only, citizenship status or program participation;

2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;

3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;

4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;

5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;

6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;

7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which 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;

8. Department of Labor regulations at 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;

9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and,

10. Chapter 11A of the Code of Miami-Dade County, Florida, which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

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

I. Operating Requirements

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

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

Funding Reserve: The Respondent must be able to document that it is currently receiving and expects to continue receiving for the next fiscal year, **at least twenty percent (20%) of its requested budget from non-federal and non-state (Florida) sources.** This required twenty percent (20%) shall be applicable irrespective of any amendments made to the Contract. This requirement helps to ensure respondent can adequately assume

liability for program costs in instances where an audit identifies disallowed costs. The only exception to this requirement may be made in the case of government agencies.

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

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

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

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

J. Collusion

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

K. Performance Remediation

The SFWIB will review Attachment J measures monthly for each CareerSource center location. If a center is below ninety percent (90%) of target on any core measure identified in Attachment J for one (1) quarter, the SFWIB will issue a written performance notice, and the Contractor shall submit an improvement plan within ten (10) business days. If that center remains below ninety percent (90%) on any core measure in the following quarter, or is below ninety percent (90%) on three (3) or more core measures in any quarter, the SFWIB may issue a written Corrective Action Plan (CAP) notice specific to that location. The Contractor shall submit a proposed CAP, including root-cause analysis, specific remediation steps, and responsible staff, within ten (10) business days of the notice. The CAP period shall not exceed sixty (60) days, with a progress checkpoint at thirty (30) days.

The SFWIB shall monitor progress under an approved CAP on a monthly basis. If the Contractor fails to meet the milestones of an approved CAP, or fails to achieve measurable improvement in the affected performance measures by the end of the CAP period, the SFWIB may, at its sole discretion and in addition to any other rights and remedies provided by law or under the Contract: (a) reduce or de-obligate funding allocated to the affected center location; (b) require replacement of key personnel assigned to the affected location; (c) place the Contractor on a formal probationary status for the affected location; or (d) terminate the Contract, in whole or as to the affected location, for default.

Performance under this Contract shall be tracked and reported by the Contractor to the SFWIB at the individual center-location level, in addition to any contract-wide aggregate reporting, so that underperformance at one location cannot be offset in reporting by stronger performance at another location.

L. Fraud or Misrepresentation

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

M. Florida Public Records Law

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

N. Code of Business Ethics

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