



**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
REQUEST FOR PROPOSALS (RFP)  
FOR  
WORKFORCE SERVICES**

**Release Date: May 15, 2019**

**All proposals shall be submitted by 1:00 p.m. EDT, June 13, 2019**

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

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

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

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

Additional information regarding the Board, its members and approved policies is located on the SFWIB website at [www.careersourcesfl.com](http://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 both the One-Stop Operator and the Service Provider to provide a menu of workforce services to qualified adult and dislocated workers. Respondents to this RFP shall articulate the respondent's plan of action to (1) act as a One-Stop Operator and (2) deliver the solicited services as the Service Provider.

The role of the One-Stop Operator(s) is to oversee and maintain compliance between service providers and the required one-stop partners in accordance with 20 C.F.R. § 678 et seq. The One-Stop Operator in the capacity as the Service Provider shall (1) help job seekers and workers access employment, education, training and support services to succeed in the labor market and (2) to match employers with skilled workers they need to compete in the global economy.

In addition to the requirements listed below, 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 (2018) 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 (DoED) 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.doleta.gov](http://www.doleta.gov).

### **D. 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 workforce services proposals.

Notice of the RFP will be published in the LWDA'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.

### **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. <sup>1</sup>

#### **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 July 1, 2019 through June 30, 2020. The SFWIB reserves the right to renew the contract(s) for one (1) additional one-year period contingent upon the successful respondent(s) meeting the SFWIB's contractual requirements. Such renewal(s) shall be at the sole discretion of 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 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 for 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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<sup>1</sup> 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 Timetable**

RFP Events	COMPLETION DATE		
	Day	Date	Time
RFP Issued	Wednesday	May 15, 2019	3:00 p.m.
Deadline for Request for Clarification Inquiries	Friday	May 24, 2019	1:00 p.m.
Offerors' Conference	Wednesday	May 29, 2019	3:00 p.m.
Deadline for Receipt of Proposals	Thursday	June 13, 2019	1:00 p.m.
Public Review Forum	Tuesday	June 25, 2019	3:00 p.m.
Recommendations Approved at the Executive Committee Meeting	Thursday	July 11, 2019	
Execution of Contract	Wednesday	July 31, 2019	
Contract Start Date		August 1, 2019	

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](http://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 Policy Manager, Cheri Kaveheri at [cheri.kaveheri@careersourcesfl.com](mailto:cheri.kaveheri@careersourcesfl.com) no later than **1:00 p.m., Friday, May 24, 2019**.

**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](http://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., Wednesday, May 29, 2019** at the SFWIB Headquarters, 7300 Corporate Center Drive (NW 19th Street), 5<sup>th</sup> 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, communications regarding the RFP between a respondent(s) and SFWIB's staff are strictly prohibited as defined in **Part II, section B. Code 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 [cheri.kaveheri@careersourcesfl.com](mailto:cheri.kaveheri@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](http://www.careersourcesfl.com)) under this RFP Q&A.

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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**

### **1. Workforce Services to Job Seekers**

As part of the Workforce Services, the successful respondent(s) shall provide job placement 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)/Employ Monroe (EM) 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/EM.

**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, economic status and the collection of required documentation. 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

**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 during intake and is used to assist staff in determining 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
- Has 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.

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 shall focus on attracting new businesses while maintaining the current relationships. The respondent shall describe how their organization will

incorporate industry specific career pathways based on the One Community One Goal (OCOG) targeted industries listed below:

- a) Aviation
- b) Creative Design
- c) Hospitality & Tourism
- d) Information Technology
- e) International Banking & Finance
- f) Life Sciences & Health Care
- g) Trade & Logistics

Additional information regarding the OCOG targeted industries is available for review on the Beacon Council’s website at: <https://www.beaconcouncil.com/solutions/target-industries/>.

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

### 3. Performance Measures

The SFWIB Balanced Scorecard is a performance metric used to measure the effectiveness of the Workforce Services delivery systems and operations. The Balanced Scorecard’s performance measures are utilized to ensure Federal, state and local program compliance. The successful respondent(s) shall ensure their staff is trained on how to analyze and interpret all specifications contained within the SFWIB Balanced Scorecard. See **Attachment M, (Workforce Services Balanced Scorecard Specifications)** for more in-depth information.

### C. Workforce Services CareerSource Locations

The SFWIB CareerSource centers are located in Miami-Dade and Monroe counties (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
Carol City	4888 NW 183 Street, suites 201-206 Miami Gardens, FL 33055
Opa-Locka	780 Fisherman Street, Suite 110 Opa-Locka, FL, 33054
Miami Beach	833 Six Street, 2nd Floor Miami Beach, FL 33139
Northside	7900 NW 27 Avenue, Suite 200 Miami, FL 33147
North Miami Beach center	801 NE 167 Street North Miami Beach, FL 33162
Monroe County/Florida Keys	<b>Key Largo</b> 103400 Overseas Hwy, Suite 239 Key Largo, FL 33037

	<b>Key West</b> 1111 12 Street, Suite 307 & 308 Key West, FL 33040
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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, **Attachment P ( CareerSource Center Staffing)**, shall be adhered to, as it ensures the hiring of qualified staff and maintaining minimum staffing requirements. By submitting a response to this RFP, each respondent is agreeing to adhere to Attachment P in services in provides for SFWIB.

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.

In order to maintain stability and minimize any potential for disruption in services, as part of the selection process, the successful respondent(s) shall retain the current Providers’ staff and staffing levels for the first thirty (30) days of the contract period.

**Note:** The SFWIB may require minimum staffing requirements and salary ranges based on placement goals and funding allocations.

**E. Required Workforce Services CareerSource Center Partners**

The WIOA reinforces partnerships and strategies that are necessary for career center's 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 explain their collaboration (e.g. referral process) to deliver proposed services with any of the required partners included in the following list:

- Adult Education and Literacy;
- Department of Children and Families;
- 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;
- Indian and Native American Tribe, and
- Jobs for Veterans State Grants.

## **F. One-Stop Operator and Service Provider**

### **1. One-Stop Operator**

The One-Stop Operator is the entity that coordinates the delivery of required one-stop partners, service providers and the management of CareerSource center(s). At a minimum, the respondent shall:

- a) Develop and execute an outreach plan in conjunction with the SFWIB to inform jobseekers, adult/dislocated workers, and businesses about workforce services;
- b) Coordinate staff and partner training on the SFWIB operational and programmatic policies and procedures;
- c) Provide policy recommendations to the SFWIB for review;
- d) Coordinate job fairs/specialized recruitments, obtain feedback and provide workshops participant and businesses;
- e) Assist the SFWIB in developing and executing Memoranda of Understanding (MOUs) between required and other community based partners;
- f) Track and report service provider operational and programmatic performance;
- g) Maintain data integrity and confidentiality;
- h) Maintain compliance;
- i) Ensure the service provider is in compliance with the Americans with Disabilities Act and Equal Employment Opportunity guidelines; and
- j) Manage fiscal requirements and prepare monthly reports;

### **2. Service Provider**

The Service Provider is the entity that coordinates the daily service delivery at the CareerSource center locations for the following workforce services programs:

#### **a) Wagner-Peyser (WP) Program**

The Wagner-Peyser Act of 1933, as amended by the WIOA, established a nationwide system of public employment offices known as the Employment Service. The Act was amended in 1998 to make the Employment Service part of the one-stop services delivery system. WP stipulates specific guidelines regarding the registration of jobseekers and the provision of services to employers. The main purpose of the W-P program is to match employers with qualified jobseekers.

Successful respondent shall be responsible for managing the Department of Economic Opportunity (DEO) staff located in the CareerSource center(s) that will provide WP employment services. The DEO staff shall document service delivery to all jobseekers and employers by focusing on providing employment related labor exchange services.

#### **b) WIOA Program Services**

The goals of the WIOA are to improve the quality of the workforce, enhance the LWDB's competitiveness and reduce welfare dependency. Successful respondent(s) shall deliver a continuum of WIOA services (e.g. basic, individualized, training, and follow-up) to eligible participants. Services shall be rendered based on participant's need, eligibility guidelines and funding availability.



Successful respondent(s) shall also be responsible for the following:

- i. WIOA eligibility determination and verification
- ii. Collection of required supporting documentation
- iii. Completion and submission of necessary eligibility documents;
- iv. Maintenance of original documentation, which shall be made available to the SFWIB staff upon request.

**c) Welfare Transition Program/Career Advancement Program (CAP)**

The goal of the CAP is to enable welfare recipients move from welfare to work by emphasizing self-sufficiency and personal responsibility. The CAP requires adults, who are receiving cash assistance and are deemed eligible to engage in work activities, develop the skills required to achieve economic self-sufficiency prior to exhausting their public assistance funding. CAP participants who fail to participate in required work activities risk losing cash assistance.

The successful respondent(s) shall manage the CAP caseload which includes, but is not limited to, the following:

- i. Work registration of applicants;
- ii. Assessment of participants;
- iii. Assignment to work activities;
- iv. Job search assistance;
- v. Participant case file management;
- vi. Timely request of sanctions for non-participation;
- vii. Follow-up services;
- viii. Data entry of program requirements in the One-Stop Service Tracking (OSST) system

**d) Supplemental Nutrition Assistance Program (SNAP)**

The SNAP (formerly the Food Stamp Employment and Training Program) offers nutrition assistance to millions of eligible, low-income individuals and families. SNAP is the largest program in the domestic hunger safety net and is designed to assist participants in taking the steps in obtaining the skills, training and work experience that will lead to a career and total self-sufficiency.

The State of Florida provides SNAP services to adults who are between the ages 18-49, with no dependents (children). The Department of Children and Families (DCF) staff determines which SNAP recipients must register for work or participate in work related activities and refers all mandatory participants to the LWDB's providers for program participation. The successful respondent(s) shall be responsible for managing the SNAP cases which includes, but is not limited to, the following:

- i. Work registration of applicants;
- ii. Assessment of participants;
- iii. Assignment to work activities;
- iv. Job search assistance;
- v. Management of participants case file;
- vi. Timely request of sanctions for non-participation; and,
- vii. Follow-up services;

viii. Data entry of program requirements in the OSST System.

**e) Veterans Employment Program**

The Veterans employment program promotes the employment of LWDA 23 veterans, particularly veterans with barriers to employment by utilizing the full menu of employment services and CareerSource center resources.

The successful respondent(s) shall assist SFWIB staff in providing oversight of the Disabled Veterans Outreach Program (DVOP) and Local Veterans Employment Representatives (LVER) staff. DVOP staff focuses on providing intensive case management services to veterans with barriers to employment, such as disabled veterans. LVER staff conducts outreach to businesses and engages in advocacy efforts with hiring executives and managers to increase employment opportunities for veterans. LVER staff is also responsible for ensuring that veterans are provided the full range of priority workforce services in LWDA 23.

**f) Reemployment Services and Eligibility Assessment Program (RESEA)**

The RESEA program provides temporary financial assistance to eligible workers during periods of unemployment and is designed to address the reemployment needs of Unemployment Insurance (UI) claimants. The goal of the program is to reduce the number of UI claims and consequently the length of the participant's period of unemployment. The successful respondent(s) shall conduct one-on-one participant assessment interviews that includes, but is not limited to:

- Providing labor market information;
- Developing an employability plan ;
- Job search assistance; and
- Training referrals.

**g) Reemployment Assistance Program (RA)**

The DEO administers the RA program which provides temporary wage replacement benefits to qualified individuals who are without a job through no fault of their own. The successful respondent(s) shall be responsible for the following:

- Identifying RA participants;
- Providing services (e.g. toll free telephone number for the RA office, program materials, claim filing methods); and
- Pursuing innovative approaches to services delivery and job search assistance.

**h) Trade Adjustment Assistance Program (TAA)**

TAA is designed to assist workers who have been laid off or whose jobs have been threatened as a result of foreign trade or competition. The successful respondent(s) shall provide trade-affected workers covered under a certified Trade Act petition with an array of services and benefits that include, but are not limited to:

- Training,

- Reemployment services,
- Job search allowances,
- Relocation allowances,
- Trade Readjustment Allowances,
- Wage supplements for workers age 50 and older, and
- Health coverage tax credit.

### **G. Data Entry Responsibilities**

Successful respondent(s) shall use the Initial Assessment Application, Atlas System, Employ Miami-Dade (EMD)/Employ Monroe (EM), OSST, and the WFMS to document the delivery of services to jobseekers. The +aforementioned systems are accessible from the SFWIB's website at [www.careersourcesfl.com](http://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 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., June 13, 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 after the deadline will not be accepted by the SFWIB and will be returned, unread to the respondent. No proposal package will be accepted via electronic mail or facsimile.**

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

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

**B. Proposal Format, Content, and Organization**

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

**Attachment A** will be opened at the **Public Review Forum** scheduled for **Tuesday, June 25, 2019.**

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

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

**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, including the salary ranges that will be used to ensure the successful delivery of the solicited services using **Attachment P (CareerSource Center Staffing)** as a reference.
- 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, include a job description for the proposed staff.
- 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)**.

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

**Technical Proposal Cover Sheet – Workforce Services (Attachment F),** is the Technical Proposal cover sheet for the respondent to utilize for the Technical Proposal Narrative component. **One (1) legible, original unbound paper copy with the pages numbered, and 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 organization submitting the

proposal. **Respondent's total score will be reduced by one (1) point from the scoring described below per occurrence of identifying information in the Technical Narrative.**

**NOTE:** Each question must be answered individually and in the order listed below. A response of **"see above" or similar statements as an answer to a question may be considered nonresponsive.** 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 on how they expect to deliver and manage the services provided as the One-Stop Operator. Emphasis should be placed on career center operation, staff integration, talent development flow, and service delivery. At a minimum, the respondent shall include a description of the following as the One-Stop Operator and as the Service Provider in the Technical Narrative.

The respondent shall provide a comprehensive strategic plan as the One-Stop Operator and 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 perspective partners
- Monitoring and quality assurance

#### One-stop Operator

- a. The respondent shall provide a strategic plan that addresses the current and projected needs of businesses within various industries.
- b. The respondent shall provide a strategic plan that includes the collaboration of required partners, other organizations and businesses that maximized employment outcomes for individuals with barriers (i.e., MOU, affiliated agreements, etc. should be provided as an attachment).
- c. The respondent shall provide a strategic plan to assist the service provider in achieving the proposed direct job placement goals, with an emphasis on participants with barriers to employment.
- d. The respondent shall provide a strategic plan that outlines outreach/marketing efforts for both businesses and job seekers/participants.
- e. The respondent shall provide a strategic plan that outlines the respondent's quality assurance procedures as the One-Stop Operator.

#### Service Provider

- a. The respondent shall provide a strategic plan to recruit and retain businesses and retain businesses that will increase employment outcomes.

- b. The respondent shall provide a strategic plan that will improve services to businesses that includes the utilization of work-based training (i.e., OJT, PWE, Apprenticeship, Transitional Work, Customized Training, etc.) as it relates to various industries.
- c. The respondent shall provide a strategic plan for managing the **Talent Development Flow Chart (Attachment Q)** for jobseekers/participants. The strategic plan shall include the registration, intake, assessment, eligibility, case management and job referral process.
- d. The respondent shall provide a strategic plan for re-engaging jobseekers/participants.

#### 4. Proposed Deliverables and Performance Measures

Respondents to **Workforce Services** shall complete **Proposed Deliverables and Performance Chart (Attachment J)**, with respondent's Program Year (PY)'19-20 proposed number of placements by type, as well as the requested funding dollar amount (**Do not include training dollars in this figure**). The chart currently shows Workforce Services past performance for two types of placements (DJP and OE) and overall cost per placement. Respondents should emphasize its plan to achieve and/or exceed the proposed DJPs. Furthermore, the chart shall indicate the number of staff for each proposed center location given the annualized average wage for all proposed staff. The Respondent's alpha-numeric code shall be present in the header of each submitted Proposed Deliverables and Performance Chart.

**One (1) legible, original unbound paper copy, and one (1) electronic copy saved on a USB flash drive in Microsoft Excel format of Attachment J 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. Budget

**Attachment G, (Budget Proposal Cover Sheet), is the cover sheet to be used for the submission of the budget for all proposed Workforce 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 G are required to be submitted. Budgets that are not in the required format will be deducted one (1) point from the scoring described below.** The proposed budget shall be prepared in a manner that ensures there is no information on any page of the budget that identifies the organization submitting 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%) 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 I, (Budget Narrative Instructions)**, in completing this requirement. **The budget narrative shall be submitted with Attachment I. (Budget Forms). One (1) legible original paper copy, and 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 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.

## **6. Indirect Cost Rate Proposal**

The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities, such as the SFWIB to the sub-recipient must include, among other elements, an indirect cost rate. **Accordingly, all respondents are required to submit, with their response to this RFP, an indirect cost rate proposal unless the respondent has an existing indirect cost rate from a federal agency or pass-thru entity or elects the de minimis rate as identified in federal law.**

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

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



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

**Note:** an indirect cost rate proposal is only required if the 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/050finalrwbcedures072805.pdf?sfvrsn=2>

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

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

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

## 7. Due Diligence Requirements

**Attachment 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 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 **Tuesday, June 25, 2019 at 3:00 p.m.**

## 8. 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 fully address each requirement may be disqualified as non-responsive. A respondent may include additional information and such information may or may not be considered by the SFWIB during the evaluation process.

The evaluation process is designed to assess the respondent's ability to meet the SFWIB's requirements and to identify those respondents most likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner, at a publicly noticed selection committee meeting held in accordance with the Government-in-the-Sunshine Law. The meeting (**Public Review Forum**) is scheduled for **Tuesday, June 25, 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 Workforce Services at locations other than those indicated in this RFP. The SFWIB also reserves the right to extend the term of any contract entered into resulting from this procurement. Respondents contacted by the SFWIB for procurement of additional services or for an extension of the term of a contract, are not obligated to contract or engage with the SFWIB for the provision of said services.

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

<b>PROPOSAL COMPONENT</b>	<b>MAXIMUM VALUE</b>
<b>Organizational Experience and Capabilities</b>	<b>5</b>
<b>Technical Narrative</b>	<b>70</b>
<b>Performance</b>	<b>10</b>
<b>Budget</b>	<b>10</b>
<b>Indirect Cost Rate Proposal &amp; Cost Allocation Plan</b>	<b>5</b>
<b>TOTAL SCORE</b>	<b>100</b>

**Note: PY 2018-19 Workforce Services contractors must meet the following performance measures in order to be considered for renewal and/or future contracts:**

- ***An acceptable overall performance mark as determined by the SFWIB;***
- ***Career Advancement Plan Participation Rate;***
- ***Maximum Placement Goals; and***
- ***WIOA Dual Enrollment Rates.***

#### **D. Contract Award**

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

Final award of a contract or contracts is contingent upon:

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

#### **E. Appeal Process**

Respondents will be advised of the SFWIB's appeal process at the **June 25, 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. support services and OJT). 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 jobseekers, participants and the SFWIB, available funding and/or to match the respondent's 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 of the deliverables defined in Section III. Workforce Services Scope of Services.**

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

**Note:** Although payment is based on fixed unit rates, payments under any contract funded by a Federal grant(s) are ultimately contingent upon actual reimbursable costs 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 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 and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

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

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-

funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** 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.**

#### **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. The SFWIB also may end negotiations if acceptable progress, as determined in the sole discretion of the SFWIB, is not being made within a reasonable timeframe. If any of the aforementioned circumstances occur, the SFWIB shall not be responsible or liable for any costs or expenses related to this RFP and incurred by a Respondent. All contract awards are subject to the availability of funds.

#### **F. Omission from the Specification**

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

#### **G. Indemnification**

**For Florida Governmental Entities.** The Respondent shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees



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

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

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

## H. Non-Discrimination and Equal Opportunity

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

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which 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. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;

9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and,
10. Chapter 11A of the Code of Miami-Dade County, Florida, which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

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

## **I. Operating Requirements**

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

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

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

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

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

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

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

## **J. Collusion**

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

## **K. Fraud or Misrepresentation**

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

#### **L. Florida Public Records Law**

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

#### **M. Code of Business Ethics**

Each person or entity that seeks to do business with the SFWIB shall adopt a Code of Business Ethics and shall, prior to the execution of any Contract between the respondent and the SFWIB, submit a completed **Business Ethics Affidavit** as referenced in **Attachment L, (Operational Documents)**, stating that the respondent has adopted a Code that complies with the requirements of Section 2-8.1 of the Code of Miami-Dade County. 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.