



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

Release Date: August 10, 2017

All proposals shall be submitted by 1:00 p.m. ET, September 15, 2017

Submit Responses to:

**South Florida Workforce Investment Board Headquarters;
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 (SFWIB), Local Workforce Development Board (LWDB) 23 (Miami-Dade and Monroe Counties), is one of 24 LWDBs in the State of Florida. Through its 14 CareerSource Centers located across the region in Miami-Dade and Monroe Counties, the SFWIB serves businesses, jobseekers, adults, youth, dislocated workers, refugees and individuals transitioning from welfare to work.

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

B. Workforce Innovation and Opportunity Act (WIOA) Background

The Workforce Services to be provided under this solicitation shall be in accordance with the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128, enacted July 22, 2014. WIOA supersedes the Workforce Innovation Opportunity Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA authorizes the Job Corps, Youth Build, and Migrant and Seasonal Farmworker programs, in addition to the core programs, Chapter 445 F.S., Workforce Innovation Act of 2000, P.L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Chapter 414 F.S., Family Self-Sufficiency, and all other applicable federal, state and local laws and regulations.

The WIOA is one of the primary sources of funding for workforce development activities in LWDB 23. Respondents shall be familiar with the WIOA and the federal regulations applicable to the WIOA. Both WIOA and the regulations can be accessed on the Department of Labor's site (www.doleta.gov).

C. RFP Purpose

The SFWIB is issuing this Request For Proposals (RFP) to solicit agencies capable of successfully delivering Workforce Services to special populations, as described in detail in section III. **Scope of Services** below.

Proposal responses shall sufficiently articulate the Respondent's plan of action to deliver the solicited services and demonstrate a successful performance track record in delivering the solicited or comparable services. Responses shall also reflect an in-depth knowledge of the fiscal, administrative, and programmatic requirements of the multiple funding streams utilized by the SFWIB.

D. Eligible Respondents

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

Respondents may subcontract to provide the services included in their proposals. The proposal must articulate the details of all potential subcontracts (i.e. through a detailed MOU/MOA that shows the linkages between the proposal, subcontract and specific program elements). If your proposal involves a subcontract, you must provide a letter of commitment outlining the partnerships and activities or services that will be provided by each of the proposed subcontractors. Additionally, a subcontract must be included as a separate line item in the budget. The contract document including any subcontracts must be approved by the SFWIB prior to the final contract execution and are subject to all conditions and stipulations of WIOA, as well as, state and local procedures.

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

E. Anticipated Term of Contract and Available Funding

The SFWIB anticipates executing contracts with successful Workforce Services Respondents for the period of November 1, 2017 through June 30, 2018. The SFWIB reserves the right to renew the contracts for up to two (2) additional one-year periods based on the successful respondent meeting the SFWIB's contractual requirements. Such renewal(s) shall be made by mutual agreement and shall be contingent upon satisfactory performance and quality assurance evaluations, as determined by the SFWIB, and shall be subject to the availability of funds. Any renewal(s) shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract, including any amendments.

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

Workforce Services Respondents to this RFP will deliver the solicited Workforce Services to special populations of jobseekers, including, but not limited to, individuals with disabilities, homeless and ex-offenders.

Funding for these solicitations may be from all or any combination of the following funding streams:

- WIOA Adult;
- WIOA Dislocated Worker;
- Reemployment and Eligibility Assessment (REA); and
- Reemployment Assistance (RA).

Funds for a Workforce Services contract targeting a special population is estimated to range from \$100,000 to \$500,000 per year. The SFWIB's estimated funding, based on contract, is solely for the purpose of providing Respondents planning guidance. The funding amount awarded will be based on consideration of the number of special population (such as ex-offender, disabled, homeless or jobseekers with disabilities) individuals proposed to be served, proposed to be placed in gainful employment, and the number of successful Respondents, as solely determined by the SFWIB. Please note this estimate is subject to the availability of funds.

**Part II
RFP Calendar and Process**

A. Solicitation Timetable

COMPLETION DATE			
RFP Events	Day	Date	Time
RFP Issued	Thursday	August 10, 2017	5:00 p.m.
Deadline for Request for Clarification Inquiries	Wednesday	August 16, 2017	1:00 p.m.
Offerors' Conference	Monday	August 21, 2017	3:00 p.m.
Deadline for Receipt of Proposals	Friday	September 15, 2017	1:00 p.m.
Public Review Forum	Tuesday	October 10, 2017	3:00 p.m.
Recommendations Approved at Board Meeting	Thursday	October 17, 2017	
Execution of Contract	Friday	October 31, 2017	
Contract Start Date	Wednesday	November 1, 2017	

The SFWIB, in its sole discretion, reserves the right to change the schedule provided in the solicitation timeline, without further notice, when it is in the best interest of the SFWIB. Thus, it is the responsibility of the Respondent to routinely check the SFWIB's website (www.careersourcesfl.com) for amendments to the schedule.

B. Method of Solicitation

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

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

C. 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, prohibiting communication regarding the RFP between: a potential service provider and the SFWIB's staff; a potential service provider and the SFWIB's Board members; and a potential service provider and members of the selection committee.

Communications regarding the RFP between a potential service provider and the procurement agent responsible for administering the procurement process is exempted from the Cone of Silence provided that the communication is 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.

D. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB's Policy Manager, Cheri Kaveheri at cheri.kaveheri@careersourcesfl.com no later than 1:00 p.m., Wednesday, August 16, 2017.

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

E. Offerors' Conference

An Offerors' Conference will be held to afford Respondents an opportunity to voice questions and/or concerns relevant to the RFP. Although attendance is not required, all potential Respondents are strongly encouraged to attend. The conference is scheduled for 3:00 p.m., Monday, August 21, 2017 at the SFWIB's Headquarters, 7300 Corporate Center Drive (NW 19th Street), 5th Floor, Miami, FL 33126, in Conference Room 2.

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

Except for information provided at the Offerors' Conference, the SFWIB's staff is prohibited from communicating with Respondents. Please note verbal answers provided during the conference will not be binding on the SFWIB.

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

Part III Workforce Services Scope of Services

A. Workforce Services Overview

The solicited Workforce Services (**Special Populations**) shall be provided in accord 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 Statute (Chapter 414 F.S.) and all other applicable federal, state and local laws and regulations.

Funds allocated to successful Workforce Services Contractors under the various funding streams are to be used prudently and efficiently. Contractors shall strive to meet employers' demands and offer jobseekers employment opportunities that afford them greatest potential to gain economic prosperity. Proposals shall explain how Respondents intend to administer and ensure that jobseekers are provided a standard level of employment services following the Talent Development Flow Chart (**Attachment A**).

B. Description of Deliverables and Performance Measures

1. Workforce Services to Job Seekers

The main goal of Workforce Services is job placement. 20 CFR 651.10 defines a job placement as the hiring by a public or private employer of an individual referred by the employment office for a job or an interview, provided that the employment 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.
- f. If the placement was with a staffing agency, documentation (i.e. pay stub or payroll register) that proves the participant was assigned to a worksite and has earned wages must be maintained. The first pay stub after start date is preferred.

Workforce Services for Job Placement Assistance include basic, individualized/training, and follow-up services shall be made available to eligible jobseekers. The contractors shall provide these jobseeker services following the **Talent Development Flow Process** as set forth in **(Attachment A)** as follows.

- a. Intake – Intake is the collection of required documentation from jobseekers. The intake process includes, but is not limited to: (1) General orientation; (2) Initial application; (3) Full Employ Florida Marketplace (EFM) registration; and (4) literacy, numeracy, and skills testing.
- b. Eligibility of Services – The Eligibility of Services determines whether individuals are eligible to receive assistance under WIOA.
- c. Universal Services – Universal Services are informational in nature and are available to all participants (no priority for services). These services include, but are not limited to: (1) Labor exchange services; (2) Current Labor Market Information (LMI); (3) Information and referrals on specific programs and services available in the community; (4) Information and assistance regarding filing Re-employment Assistance (RA); (5) Performance; (6) Cost information; and (7) Supportive service information.
- d. Individualized Services – These services are provided to job seekers through an integrated service delivery model to individuals who are determined eligible for Workforce Services, and shall be used in conjunction with the individual's career assessment information obtained during intake. When it is determined that the jobseeker is in need of services, which will permit the job seeker to obtain or retain employment, these services shall include, but are not limited to: (1) Comprehensive assessment; (2) Individual Employment Plan; (3) Prevocational Services (Employability Skills); (4) Out-of-area Job Search; (5) Internships/work experience; (6) Workforce preparation; (7) Financial literacy services; (8) English language acquisition; and (9) Support Services..
- e. Training Services - The Contractors shall offer an array of training services to eligible job seekers and employed workers (participants). The Contractor shall administer training services in accordance with the applicable SFWIB's Policies and Procedures.

The Respondent shall provide training services to individuals who: (1) meet the eligibility requirements for individualized services, and the need for training is identified and documented to obtain employment, retain employment, or seek better career opportunities through such services; (2) have the skills and qualifications to successfully participate in a selected program; (3) select programs that are directly linked to employment opportunities in the local area; and (4) are unable to obtain other grant assistance, including Pell grants, or need assistance above the levels provided by such other grants. Authorized training includes: (1) occupational skills training; (2) on-the-job training; (3) work-based training; (4) skills upgrade; (5) job readiness training; and (6) adult education and literacy activities, in conjunction with other training. If a Contractor's adult funds are limited, priority for WIOA services shall be given to recipients of public assistance and other low income individuals.

- i. WIOA requires training be provided and paid through the use of Individual Training Accounts (ITAs), through which an eligible jobseeker chooses among the SFWIB's approved training programs and vendors. Note, ITAs are applicable to the non-WIOA solicited programs such as Trade Adjustment Assistance and Welfare Transition (Career Advancement Program).
 - ii. Training may be provided through a contract for services in lieu of an ITA for: on-the-job training, work based training, and customized training; where there are an insufficient number of providers to meet the competitive purposes of ITAs; and for programs offered by community-based organizations or other private agencies that serve special participant populations that face multiple barriers to employment.
 - iii. Selected Respondents shall adhere to the SFWIB's ITA Policy and ITA Procedures **Attachment O, (ITA Policy)**, and **Attachment P, (ITA Procedures)**, for issuing ITAs and tracking participant training progress and shall cooperate with Training Providers to ensure compliance with the SFWIB's reconciliation requirements.
- f. This RFP requires Respondents to describe how their organizations will incorporate Industry Specific Based Career Pathways Service Models. The below targeted industries for this RFP are included in the One Community One Goal Initiative (OCOG) and are the top industries that should be defined in your proposal:
- 1. Aviation
 - 2. Creative Design
 - 3. Hospitality & Tourism
 - 4. Information Technology
 - 5. International Banking & Finance
 - 6. Life Sciences & Health Care
 - 7. Trade & Logistics

Information about the One Community One Goal Targeted Industries is available for review at the Beacon Council Website: <http://www.beaconcouncil.com/web/>

2. Workforce Services to Businesses

Workforce Services to businesses are a critical component of the solicited integrated Workforce Services delivery system, providing direct value to businesses and enhancing the ability of the workforce system to achieve optimal levels of job placement and job placement assistance. Selected Workforce Services Respondents shall perform the following services to business:

- a. Specialized Recruitment and Screening Services
 - i. Advertise Job Openings
 - ii. Conduct Specialized Recruitments
 - iii. Screen Applicants
 - iv. Conduct Job Fairs
- b. Information and Technical Assistance
 - i. Advise on Workforce Issues (e.g. workforce-related tax incentives and labor market statistics)

- ii. Downsizing Services and Outplacement (e.g. assist the LWDBs Rapid Response Services Coordinator)
- c. Employee Development Services
 - i. Make Businesses aware of training incentives (e.g. customized, on-the-job, employed worker, quick response and incumbent)
 - ii. Broker On-the-Job Training (OJT) and Employed Worker Agreements
 - iii. Follow-up Services
 - iv. Employee Retention Services

3. Workforce Services Performance

The SFWIB's Balanced Scorecard is a performance metric used to measure the effectiveness of Workforce Services delivery and operations. Specific Balanced Scorecard performance measures indicate program compliance of the contracted funding streams awarded to a Workforce Services' Contractor (i.e., WIOA, WP, etc.).

Selected Respondents shall ensure their staff is trained on all the Balanced Scorecard measures. See **Attachment N, (Balanced Scorecard Report Specifications)**, for more in-depth information on the scorecard.

C. Workforce Services CareerSource Centers

The SFWIB's CareerSource South Florida Centers operate as a workforce development resource for businesses and jobseekers in Miami-Dade and Monroe Counties (LWDB 23). **Workforce Services** Respondents may propose to deliver an integrated menu of workforce services in one or multiple CareerSource Center sites.

The successful Respondent may be afforded an opportunity to provide Workforce Services at its site(s) of choice or may be required to deliver services at a different location and/or also from an Access Point and/or a Reemployment Center. This determination of where the successful Respondent will provide Workforce Services will be made at the sole discretion of the SFWIB.

D. Career Center Operator Duties

The SFWIB has determined that the role of the CareerSource South Florida Center Operator will be primarily focused on the management of the CareerSource Center(s) and the coordination of partner activities therein. A top-down management structure reflective of an employer/employee relationship will be established between the SFWIB and the CareerSource Center Operator. Duties associated with the operation of the CareerSource Center(s) include, but are not limited to the following:

- Developing and executing an outreach plan in conjunction with the SFWIB to inform potential adult/dislocated worker job seekers and business customers about CareerSource Center(s) services;
- Working with SFWIB staff to design and implement the integration of WIOA Mandated and other recommended partner staff and systems; a partial list is detailed below under section I. Mandated Workforce Services CareerSource Center Partners;

- General coordination of all Center personnel at the CareerSource Center(s) to ensure adequate staffing to meet customer needs;
- Coordinating staff training to ensure the ability to adequately perform assigned roles, functional knowledge of the policies, procedures and unique characteristics of all co-located partner programs, and cultural competency;
- Coordinating job fairs and other hiring events;
- Gathering and reporting customer feedback;
- Determining CareerSource Center(s) workshop needs and identifying resources to deliver them;
- Fostering partnerships within other CareerSource Center(s) to promote function as a multi-agency team, and promotion of and participation in collective accountability that recognizes system outcomes in addition to individual partner program outcomes;
- Ensuring all partners co-located at the CareerSource Center(s) implement and execute a priority of service for qualifying veterans and/or their eligible spouses, as mandated by DOL;
- Assisting the SFWIB in developing and executing Memorandums of Understanding (MOUs) between required partners to specify how system costs are being shared, how costs are allocated, and which organizations are contributing in-kind services or other resources;
- Helping the SFWIB identify and recruit additional partners and/or in-kind or other resources to support the CareerSource Center(s), or alternative access points;
- Implementing Board-approved Internal Operational Procedures for the CareerSource Center(s) (e.g. days/hours of operation, dress code, safety and security protocol, etc.);
- Making policy recommendations for consideration/adoption by the SFWIB;
- Tracking and reporting CareerSource Center(s) performance;
- Data collection and/or data security;
- Ensuring data integrity and maintaining confidentiality;
- Monitoring CareerSource Center(s) Services provider(s) for WIOA programmatic compliance, including eligibility requirements;
- Maintaining Equal Employment Opportunity (EEO) compliance;
- Ensuring that CareerSource Center(s) are in compliance with all applicable Americans with Disabilities Act (ADA) guidelines and are easily accessible to individuals with disabilities;
- Managing fiscal requirements and preparing monthly reports; and
- Making routine purchases of supplies and services to ensure the proper levels of equipment, tools, and materials are available at the CareerSource Center(s) services.

E. Workforce Services Programs

The integrated menu to provide Employment and Training Workforce Services may include, but is not limited to, the following programs:

- Workforce Innovation and Opportunity Act (WIOA);
- Wagner-Peyser (WP);
- Veterans;
- Reemployment Services and Eligibility Assessment (RESEA);
- Reemployment Assistance (RA); and
- Trade Adjustment Assistance (TAA).

1. Workforce Investment and Opportunity Act (WIOA) Program Services

The goals of the WIOA are to improve the quality of the workforce, enhance the LWDBs' competitiveness, and reduce welfare dependency. Selected Respondents shall be responsible for delivering a continuum of WIOA services (e.g. universal, individualized, and follow-up) to adults and dislocated workers. Services shall be rendered based on participant need, eligibility guidelines and funding availability.

Selected Respondents shall also be responsible for the following: (1) WIOA eligibility determination and verification; (2) collection of required supporting documentation; (3) completion and submission of necessary eligibility documents; and (4) maintenance of documentation.

2. Wagner-Peyser (WP) Program

The Wagner-Peyser Act of 1933, as amended by the WIOA, prescribes specific guidelines regarding the registration of jobseekers and the provision of employer services. The main purpose of the WP program is to match employers with qualified jobseekers.

Selected Respondents shall be responsible for the management of the Department of Economic Opportunity (DEO) staff who will provide WP employment services. DEO staff shall document service delivery to all jobseekers and employers and make available labor exchange services to all employers and jobseekers, including, but not limited to, reemployment assistance recipients, veterans, migrant and seasonal farm workers and disabled individuals.

3. Veterans Program

The goal of the Veterans Program is to promote and maximize the employment of the LWDBs veterans, particularly veterans with barriers to employment, utilizing the full menu of Workforce Services and CareerSource Center resources.

LWDB 23 CareerSource centers shall be staffed with a network of professional Disabled Veterans Outreach Program (DVOP) Specialists and Local Veterans Employment Representatives (LVER) who are tasked to provide priority workforce services to veteran customers. DVOP staff focuses on providing intensive case management services to veterans with barriers to employment, such as disabled veterans. LVERs conduct outreach to employers and engage 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 the CareerSource Center.

4. Reemployment Services and Eligibility Assessment Program (RESEA)

The RESEA requires one-on-one assessment interviews with RESEA customers (UC claimants). The assessment interview includes the following: sharing labor market information, developing an employability development plan, and assisting with job search and training referrals. The program's goal is to shorten the duration

of RESEA customers' Unemployment Insurance (UI) claims and consequently the length of their unemployment.

5. Reemployment Assistance Program (RA)

The Department of Economic Opportunity (DEO) administers the Reemployment Assistance (RA) program which provides temporary wage replacement benefits to qualified individuals who are out of work through no fault of their own. Selected Respondents shall be responsible for identifying RA customers, providing RA services (e.g. toll free telephone number for RA office, RA booklet, and claim filing methods) and seeking innovative approaches to providing these services.

6. 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 competition. Workers covered under a certified Trade Act petition are eligible to receive an array of services and benefits to include training, reemployment services, job search, relocation allowances, trade readjustment allowances, wage subsidy for older workers and health coverage tax credit benefits.

F. Support Services

Support Services are a vehicle to eliminate barriers to employment and self-sufficiency. Selected Respondents shall coordinate and pay for support services so eligible participants can fulfill required program activities. Payment of support services shall be documented in both the SFWIB's Workforce Management System (WFMS) and the participant's file. Bulleted below are the primary support services provided:

- Transportation;
- Work permit;
- Tools;
- Uniforms;
- Clothing;
- Occupational License;
- Credential Validation and Translation; and
- Criminal Record Expungement and Sealing.

G. Staffing

In order for CareerSource Centers to deliver maximum value to workforce services participants, Attachment Q, (CareerSource Center Staffing), shall be adhered to, as it ensures the hiring of qualified staff and maintaining minimum staffing requirements. Selected Respondents shall provide their staff an orientation on the workforce development system, specifically on the delivery of the solicited services.

Additionally, selected Respondents shall provide their staff opportunities for continuous skills development and promote the retention of qualified staff.

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

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

H. Data Entry Responsibilities

Selected Respondents shall use the Initial Assessment Application (IAA), Atlas System, Employ Florida Marketplace (EFM), One Stop Service Tracking (OSST) and the Workforce Management System (WFMS) to document the provision of jobseeker services. These systems are accessible from the SFWIB's website (www.careersourcesfl.com).

I. Mandated Workforce Services CareerSource Center Partners

Mandated partners contribute to the delivery of workforce development services throughout LWDB 23. Respondents' proposals shall explain any collaboration with any of the mandated partners, from the following list (e.g. a referral process), with Respondent's staff to deliver proposed services:

- Adult Education and Literacy;
- Postsecondary Education;
- Department of Children and Families;
- Vocational Rehabilitation;
- Career Technical Education
- Community Services Block Grant;
- Department of Housing and Urban Development;
- Job Corps;
- Senior Community Service Employment;
- Migrant and Seasonal Farm Worker; and
- Any Native American Tribes.

A Memorandum of Understanding (MOU) between the SFWIB and a mandated partner shall be executed prior to the commencement of the collaboration between the Respondent and the partner. The MOU is required irrespective of whether the partner is co-located inside or outside the center.

**Part IV
Evaluation Process and Selection Criteria**

A. Submission Guidelines

Respondents are required to submit to the SFWIB two (2) unbound originals, one (1) legible paper copy, and one (1) USB flash drive with documents saved in Microsoft Word and the budget and performance documents saved in Microsoft Excel files of the completed proposal package components **no later than 1:00 p.m., September 15, 2017**. Proposal packages shall be delivered to the address set forth on the cover page of the RFP. The SFWIB shall not accept any modifications to any submitted proposal package after the submission deadline. **Any proposal package arriving post deadline will not be accepted by the SFWIB and will be returned, unread to the Respondent. No proposal package will be accepted via electronic mail or facsimile.**

NOTE: Use only binder clips or rubber bands to keep copies separate.

B. Proposal Format, Content and Organization

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

1. Identifying Data Cover Sheet (Attachment B)

Respondents shall use **Attachment B, (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. Attachment B will be sealed in an envelope with no identifying information on the cover. **Only one (1) original of Attachment B is required to be submitted.**

Attachment B will be opened at the Public Review Forum scheduled for **Tuesday, October 10, 2017**.

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

Attachment C, (Organizational Capability Cover Sheet – Workforce Services), is the Organizational Capability cover sheets for Respondent to utilize for the submission of its experience and capabilities. **Two (2) unbound originals, one (1) paper copy, and one (1) electronic copy in Microsoft Word format saved in the USB flash drive are required to be submitted. Applicable attachments for this section are to be saved in a PDF format in the USB flash drive.**

The Respondent shall address the items below:

- a. Describe the Respondent's years of experience delivering the solicited workforce services and complete **Attachment E, (Reference Chart)**;
- b. Describe the Respondent's staffing plan and salary ranges using **Attachment Q, (CareerSource Center Staffing)**, as a reference to ensure the successful delivery of the solicited services and complete **Attachment D, (Staff Qualifications)**;

- c. Describe the financial control process that Respondent will use in the delivery of the solicited services; and
- d. Complete **Attachment F, (Funding Sources)**.

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

Attachment G, (Technical Proposal Cover Sheet – Workforce Services), is the Technical Proposal cover sheets for the Respondent to utilize for the Technical Proposal Narrative component. **Two (2) unbound originals, one (1) paper copy, and one (1) electronic copy in Microsoft Word format filed in the USB flash drive are required to be submitted. Applicable attachments for this section are to be saved in a PDF format in the USB flash drive.**

The Technical Proposal Narrative is to be prepared in a manner that ensures there is no identifying information on any page of the proposal that indicates the organization submitting the proposal. **Technical Narrative Proposals that include identifying information will be deducted one (1) point per occurrence from the total score.**

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

The Respondent's Technical Narrative shall sufficiently address management as the One-Stop operator and delivery of proposed services as the service provider.

Respondents to Workforce Services shall clearly describe planned service provider delivery efforts. Emphasis should be placed on staff integration, talent development flow and service delivery. At a minimum, include the following:

Service Provider

- a. The Respondent shall identify a strategy to create program integration that addresses the needs of Special Populations. The Respondent should also define strategies they would implement to increase the number of special population hires in the One Community One Goal (OCOG) targeted industries.
- b. The Respondent shall identify and describe collaboration strategies with mandated partners that demonstrate success and effectiveness in helping special populations overcome barriers to employment.
- c. The Respondent shall articulate its strategy to include the number of staff required to implement the proposed workforce services model. The strategy should include specific examples of key positions and describe in detail how those positions benefit special populations.

- d. The Respondent shall provide specific examples of initiatives and/or innovative ideas they would propose to make workforces services more accessible to special populations and those with limited ability to access a career Center.
- e. The Respondent shall describe its quality assurance processes, which shall include, but be not limited to, examples of: proper jobseeker enrollment, Case Management, soliciting customer feedback and ensuring proper maintenance/confidentiality of client records.
- f. The Respondent shall describe a strategy for recruitment and retention of new employers who demonstrate a desire and/or willingness to hire from special populations. The strategy should include part-time employment for jobseekers with disabilities.
- g. The Respondent shall demonstrate its ability to recruit and develop a supply of highly talented jobseekers with a focus on special populations.
- h. The Respondent shall outline a plan/strategy to increase the average wage based on the current contracted average wage goal as set by the State of Florida. For program year 2016-17 the average wage goal was \$14.58 an hour.
- i. The Respondent shall describe strategies on the utilization of customized training in One Community One Goal related industries to increase the number of job opportunities for special populations and those with barriers to employment.
- j. The Respondent should be able to describe in detail its service model for dual enrollment of special populations and describe how dual enrollment can benefit the jobseeker under WIOA.

4. Proposed Deliverables and Performance Measures

Respondents to **Workforce Services** shall complete **Attachment K (Proposed Deliverables and Performance Chart)**, with Respondent's PY'17-18 proposed number of placements by type, as well as the requested funding dollar amount (**Do not include training dollars in this figure**). As an example, the chart shows PY'16-17 Workforce Services in three types of placements (DJP, Special Populations and OE) and overall cost per placement. Moreover, the chart proposes the number of staff for the Center given the annualized average wage of the Center staff. The Respondent's alpha-numeric code shall be present in the header of each submitted Proposed Deliverables and Performance Chart. **Two (2) originals, one (1) paper copy, and one (1) electronic copy in Microsoft Excel format saved in the USB flash drive of Attachment K are required to be submitted.**

5. Budget

Attachment H, (Budget Proposal Cover Sheet), is the Budget Proposal cover sheet for the submission of the Budget. **Two (2) originals, one (1) paper copy, and one (1) electronic copy in Microsoft Excel format saved in the USB flash drive are required to be submitted.** The Budget is to be prepared in a manner that ensures there is no identifying information on any page of the budget that indicates the organization submitting the Budget. **Budgets that include identifying information will be deducted one (1) point per occurrence from the total score.**

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

Respondents shall submit individual budgets per proposal.

The Respondent shall provide separate program and administrative budgets per proposal **(Do not include training cost)**. 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 on the Budget Forms in terms of it being necessary, allowable and reasonable. The Respondent shall show the method of computation. The Respondent shall refer to **Attachment J, (Budget Narrative Instructions)**, in completing this requirement. **Two (2) originals, one (1) paper copy, and one (1) electronic copy in Microsoft Word format saved in the USB flash drive are required to be submitted.**

The Respondent is expected to identify any in-kind resources/support for the service delivery system beyond what is being requested in the budget. The Respondent shall include each committed or proposed source of funding and the amount of that 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 statutes. **Allowable costs** are those that are reasonable, necessary and/or required for the program. A cost is reasonable if, in its nature or amount, it 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.

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 (SFWIB) to the sub-recipient must include, among other elements, an indirect cost rate. Accordingly, all sub-recipients of SFWIB funds are required to submit an initial indirect cost rate proposal by the first day of the beginning of the fiscal year unless the sub-recipient has an existing indirect cost rate from a federal agency or pass-thru entity or elects the de minimis rate.

Detailed guidelines for preparing an indirect cost rate proposal are contained in Career Source Florida Administrative Policy Number 86. For additional information, please visit:

http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb_indirectcostadminpolicy_final_-20160805.pdf?sfvrsn=2

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

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

A detailed Cost Allocation Plan (CAP) must also be submitted with your proposal in accordance with the guidance that can be accessed through the link provided below:

<http://www.floridajobs.org/pdg/guidancepapers/050FinalRwbCapProcedures072805.pdf>

The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All Respondent's 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 original, one copy, and one electronic copy saved in Microsoft Word or PDF format in a USB drive labeled Indirect Cost Rate Proposal must be included in Respondent's submission.

7. Due Diligence Requirements

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

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

8. Operational Documents

Attachment M identifies the required **Operational Documents**. **One (1) original** 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 if all information required by the RFP is complete. Incomplete proposals or those not satisfactorily addressing each requirement may be disqualified. A Respondent may include additional information and such information may or may not be considered by the SFWIB during the evaluation process.

The evaluation process is designed to assess the Respondent's ability to meet the SFWIB's requirements and 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 Florida Public Meetings Law. The meeting (Public Review Forum) is scheduled for **Tuesday, October 10, 2017 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.

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

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

PROPOSAL COMPONENT	MAXIMUM VALUE
Organizational Experience and Capabilities	5
Technical Narrative	70
Performance	10
Budget	10
Indirect Cost Rate Proposal	5
TOTAL SCORE	100

Note: PY 2016-17 Workforce Services contractors must meet at least 65 percent of the PY 2016-17 Balanced Scorecard performance measures. Also, the Maximum Placement Goals, and WIOA 40 percent Dual Enrollment Rate must be met in order to be considered for renewal and/or future contracts.

D. Contract Award

The SFWIB reserves the right to request additional data, verbal discussions or presentations to support proposals. A contract or contracts may be negotiated with one or more Respondents based upon actions of the SFWIB.

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

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

E. Appeal Process

Respondents will be advised of the SFWIB's appeal process at the **October 10, 2017** Public Review Forum.

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). Under no circumstances will a cost reimbursement contract be awarded to a respondent of this RFP. The SFWIB agrees to pay the successful Respondent an amount that shall not exceed a dollar amount specified in all contracts. The actual amount funded will be based on services provided and not to exceed the terms of the contract, subject to the availability of funds. All service unit rates and service unit types may be negotiated and adjusted at any point within any resulting contract term, including any extensions or renewals, to best meet the needs of the Jobseekers and the SFWIB, available funding and/or to match Respondent 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. All payments under any fixed rate contract awarded as a result of this RFP are associated with completion of the deliverables defined in Section III. Scope of Services.

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

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

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

B. Contract Terms and Financial Capacity

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

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

The SFWIB expects that all Respondents will be capable of operating the solicited programs without any payments for at least eight weeks from initial implementation of contracts. **Cash advances will not be provided and under no circumstances will a cost reimbursement contract be awarded.** Therefore, successful Respondents must have sufficient resources to await funding.

Note, if the SFWIB, in its sole discretion, relocates the awarded workforce services facility to a new facility, the Respondent must perform the workforce services from the new facility.

C. Confidentiality

The successful Respondent in the course of the Respondent's duties under the contract, may handle or have access to confidential participant information, and 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 information obtained during the course of the contract.

D. Level 2 Background Screening Requirement

The SFWIB requires and Respondent 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 Respondent's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances and Miami-Dade County resolutions (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the contract at the sole discretion of the SFWIB.

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

The SFWIB requires and Respondent agrees that the Respondent's current and prospective employees, volunteers and subcontracted personnel must satisfactorily complete and pass a **Level 2** background screening prior to working, volunteering or doing any work for Respondent related to the contract and the work set forth in the **Statement of Work, Exhibit A** to the Contract. The Respondent shall furnish the SFWIB with proof that the employees, volunteers and subcontracted personnel who will be working for Respondent on the contract satisfactorily passed **Level 2** background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

The **Level 2** background screening shall include, but is not limited to, fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE) and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies.

- The Respondent shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated

delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction for any offense prohibited under any of the provisions of section 435.04, Florida Statutes.

- The Respondent 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 Statute, 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 Statute, whether such act was committed in this state or in another jurisdiction.

The Respondent shall make the decision to hire or retain persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis where the background screening, for the current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes or other applicable law.

Any current employee, volunteer, or subcontracted personnel with criminal history information described above and as outlined in section 435.04, Florida Statutes, shall immediately cease working in any program funded by the SFWIB. The Respondent, employees, volunteers and subcontracted personnel must comply with sections 943.0585(4) and 943.059(4), Florida Statutes, or other applicable law. The Respondent's failure to immediately terminate an employee, volunteer or subcontracted personnel for failure to comply with sections 943.0585(4) and 943.059(4), Florida Statutes, or other applicable law and report said termination to the SFWIB is grounds for a material breach and termination of the contract at the sole discretion of the SFWIB.

It is the responsibility of the Respondent to ensure that each current employee, volunteer, or subcontracted personnel working in any program funded by the SFWIB provide an **attestation**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by the employer.

It is the responsibility of the Respondent to provide the SFWIB an **Affirmation/Acknowledgement Form** not later than January 31, 2018, for Contracts commencing on November 1, 2017, which confirms the background screening was completed for all current employees, volunteers and subcontracted personnel. The Form must include the names of all person(s) screened, date of screening, what employment decision was made by the Contractor and indication of criminal history. The Contractor shall ensure during the hiring process all prospective employees, volunteers and subcontracted personnel submit to a **Level 2** background screening as specified above. The SFWIB will request additional information in order to make the final determination of access to Management Information Systems and records. The SFWIB will make the final determination of access with regards to any contracted employee that has a criminal history. For any employee, volunteer or subcontracted personnel hired on or after **January 31, 2018**, it is the responsibility of the Contractor to provide the SFWIB an **Affirmation/Acknowledgement Form, Attachment 1**, not later than thirty (30) days after the effective date of employment or volunteerism.

The Respondent shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel. Background screening results are exempt from public records and, therefore, must be maintained accordingly in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Respondent shall make available all records to the SFWIB in accordance with **Audit, Inspection and Access to Records** contract requirements.

If the Respondent fails to furnish the SFWIB with proof that an employee, volunteer or subcontractor's **Level 2** background screening was satisfactorily passed and completed prior to that employee, volunteer or subcontractor working or volunteering for the Respondent on a program funded by the SFWIB, the SFWIB shall not disburse any further funds and the contract may be subject to termination at the sole discretion of the SFWIB.

The **Level 2** background screening records shall be retained as required herein in accordance with **Records Retention** contract requirements. 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 Respondent, the Respondent shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

Even if applicable law would otherwise permit, as a provision of the contract, the Respondent agrees it shall not hire any persons or permit any persons to begin work, or to volunteer or to remain employed, volunteering or performing any work for the Respondent related to the contract and the work set forth in the **Statement of Work, Exhibit A** to the contract, without submitting proof of satisfactory completion of **Level 2** background screening to the SFWIB.

If the Respondent is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB, the Contractor shall furnish the SFWIB with a notarized Affirmation/Acknowledgement Affidavit not later than **January 31, 2018**, for Contracts commencing on November 1, 2017, for each employee, volunteer and subcontracted personnel stating that a **Level 2** Background Screening was conducted and that the individual is in compliance with the SFWIB's **Level 2** Background Screening requirements as found herein. If applicable, the Respondents' failure to provide the SFWIB with a timely notarized Affirmation/Acknowledgement Affidavit may be grounds for termination of the contract at the sole discretion of the SFWIB.

E. Cancellation Clause

It should be understood that the submission of a response does not commit the SFWIB to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for services or supplies. The SFWIB reserves the right to accept or reject any or all responses received as a result of this RFP or to cancel and revoke this RFP in whole or in part. The SFWIB also reserves the right to end negotiations if acceptable progress, as determined in the sole discretion of the SFWIB, is not being made within a reasonable timeframe. All contract awards are subject to the availability of funds.

F. Omission from the Specification

The apparent silence of this specification and any addendum regarding any details or the omission from the specification 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, Florida Department of Economic Opportunity (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 attorney's 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 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, 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 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, Florida Department of Economic Opportunity (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 of the Contract and shall terminate upon the expiration of the applicable statute(s) of limitations.

H. Non-Discrimination and Equal Opportunity

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Respondent assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis 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 basis 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 basis of race, color, or 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. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
5. 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;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 USC 12111 et seq.), II (42 USC 12131 et seq.), and III (42 USC 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 basis 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 the 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.

I. Operating Requirements

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

Operational Status: The Respondent must be an incorporated organization or a governmental entity that has been operating **for 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 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 and management letters, if applicable, and evidence that the Respondent:

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

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

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

J. Collusion

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

K. Fraud or Misrepresentation

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

L. Public Records

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

M. Code of Business Ethics

Each person or entity that seeks to do business with the SFWIB shall adopt a Code of Business Ethics ("Code") and shall, prior to the execution of any contract between the contractor and the SFWIB, submit a completed **Business Ethics Affidavit** as referenced in **Attachment M, (Operational Documents)**, stating that the contractor 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 contractor does with the SFWIB and shall, at a minimum, require the contractor 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 contractor to comply with its Code of Business Ethics shall render any contract between the contractor 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.