



**REQUEST FOR PROPOSAL  
WORKFORCE DEVELOPMENT SERVICES PROVIDER**

**RFP # 2022-02**

**ISSUE DATE:** February 28, 2022

**PROPOSALS DUE:** March 31, 2022, by 4:00 P.M.

**CONTACT:**

Matthew Salera, Chief Financial Officer  
CareerSource Capital Region  
2910 Kerry Forest Parkway  
D4-273  
Tallahassee, Florida 32309  
Telephone Number: (850) 617-4606  
[matt.salera@careersourcecapitalregion.com](mailto:matt.salera@careersourcecapitalregion.com)

## TABLE OF CONTENTS

- I. Introduction**
- II. Purpose**
- III. Process and Timetable**
- IV. Delivery of Services**
- V. Scope of Work:**
  - 1. Workforce Development Services Provider**
  - 2. Career and Training Services**
  - 3. Career and Training Services for Youth**
- VI. Response Submittal**

### **Attachments:**

- Attachment A: Proposal Cover Sheet
- Attachment B: Representations and Certifications
- Attachment C: General Terms and Conditions & Special Terms & Conditions
- Attachment D: Budget Summary and Position Detail
- Attachment E: Contractual Performance Goals
- Attachment F: WIOA Indicators of Performance Goals

## I. INTRODUCTION

CareerSource Capital Region (CSCR) is a private not-for-profit 501(c)(3) corporation designated as the fiscal agent, administrative entity, planner and grant recipient of the Workforce Innovation and Opportunity Act (WIOA) funds, the employment and training funds for the State of Florida's Welfare Transition Program (WT), Reemployment Assistance (RA), Wagner-Peyser funds (WP), Jobs & Veterans State Grant, Migrant Seasonal Farmworker (MSFW), Trade Adjustment Assistance Act (TAA) and the Supplemental Nutrition Food Stamp Training & Employment Program (SNAP E&T).

CSCR is one of 24 Local Workforce Development Boards in the State of Florida whose American Job Center system has been branded statewide as Career Centers. American Job Centers within this request for proposal will hereby be referred to as Career Centers. CSCR is governed by a Board of Directors comprised of volunteers from Gadsden, Leon and Wakulla Counties who represent private-sector employers, labor, economic development, education, community-based organizations and state agencies. Joint oversight is provided through an inter-local agreement between CSCR and Gadsden, Leon & Wakulla Counties Board of County Commissioners.

CSCR is an employer, business-driven entity, charged with the responsibility of implementing policies that ensure the distribution of federal workforce funds in a manner that creates a network of programs and systems designed to address critical workforce challenges.

CSCR works to ensure the efficient use of funds, maximization of the system's effectiveness, and improved collaboration between local workforce partners, thereby strengthening the workforce system through innovation and alignment of services to promote individual and economic growth.

Through three Career Centers, CSCR provides comprehensive services for career seekers and employers focused on matching talent with employer demand. CSCR provides the framework for a local workforce preparation network that is quality focused, employer driven, and customer centered. This framework is designed to assist individuals with barriers, increased access to employment, education, training and support so they may succeed in the labor market. Targeted populations include economically disadvantaged individuals, people with disabilities, long-term unemployed, returning citizens (ex-offenders), underemployed and veterans.

CSCR provides the employer community with a well-trained and job-ready workforce. To support employers and industry sectors effectively, all CSCR staff identify and understand skill needs and form strategies to assist employers. This philosophy incorporates integrated and aligned business services among a collaboration of entities responsible for providing resources to ensure seamless service delivery to career seekers and employers alike.

**Mission:** CareerSource Capital Region connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity in Gadsden, Leon, and Wakulla Counties.

**Vision:** Florida will be the global leader for talent.

**Our Values:**

- **Business-Driven:** We believe Florida employers – the state’s job creators – are essential to our overall success in providing effective, market-relevant workforce solutions that drive economic growth and sustainability.
- **Continuous Improvement:** Driven by our commitment to excellence, we respond to changing market dynamics. We continually strive to improve our performance to better anticipate and address the talent needs of employers and the employment and skills needs of job seekers and workers. We identify, measure and replicate success.
- **Integrity:** We fulfill our mission with honesty and accountability and strive in every decision and action to earn and protect the public trust.
- **Talent Focus:** We believe in the power of talent to advance every enterprise and open the door to life-enhancing economic opportunities for individuals, businesses and communities. Our commitment is to make talent Florida’s key competitive asset.
- **Purpose-Driven:** Our work is meaningful and through it, we can inspire hope, achievement and economic prosperity in the lives of the customers we serve.

The CareerSource Capital Region Strategic Goals are to:

- Develop a streamlined model to support employer’s talent needs.
- Improve the effectiveness of service delivery to our customers - employers and career seekers.
- Attract, develop and retain top talent to provide for the workforce needs of employers in the region.
- Develop and improve community partnerships that enhance workforce development.
- Ensure that the community understands and recognizes our value and services.
- Grow unrestricted funds through a money market account.
- Champion work-based learning by engaging and educating parents of school-aged children.
- Improve awareness of CSCR in the general business community, beyond the sectors through three tactics: Talent Innovation Summit, Investment “cafeteria menu”, and Collaborating with the EDOs.
- Board Development by bringing in new members with specific talents and knowledge that serve the mission of CSCR and by the education of all board members on workforce development.

## II. PURPOSE

CSCR is seeking experienced and qualified organization(s) with a proven record of success in provision of workforce development services, effective on-site leadership, training and oversight to staff, managing complex budgets and obtaining successful outcomes for employers and career seekers.

Organization(s) selected through this Request for Proposals (RFP) will coordinate with CSCR staff and regional partners to serve employers and present innovative and creative strategies that enhance all career seekers' (including young adults) ability to move into self-sustaining employment, resulting in an upwardly mobile career path and higher earning potential. CSCR as an innovator has adopted an integrated services approach that provides a single point of contact to the career seeker predicated on the industry sector their skills best match. To support this model, there is effective integration with regional, business-driven partnerships of industry, education and training, along with other stakeholders.

With the release of this RFP, CSCR is seeking proposals to provide Career and Training Services for adults, dislocated workers and Youth, as well as other programs (i.e. Wagner-Peyser, Welfare Transition, Supplemental Nutrition Assistance Program, Employment & Training, Re-Employment Assistance Program, Trade Adjustment Assistance and Special Grants) within the region.

The expected contract(s) awarded under this RFP solicitation will start on July 1, 2022, and can be reviewed for renewal annually, for three additional one-year periods, as allowed by Florida Statutes, provided measurable performances and deliverables are successfully achieved. CSCR reserves the option to modify contract(s) on a year-to-year basis for an additional three years. All contractors are required to serve those participants already enrolled in the Wagner-Peyser, SNAP E&T, WT, reemployment assistance and WIOA Programs as of July 1st, 2022. Note: the option to renew is not guaranteed and the initial award of the initial contract does not imply an exercise of the option to renew.

Total funding awarded under this RFP is expected to be **\$2,000,000** which does not include participant Work Experience. Note: This amount is provided as a planning figure only and does not commit CareerSource Capital Region to award a contract for this amount. The Respondent is responsible for proposing a reasonable total cost for delivering the services described in this RFP. Funding during the contract period may be adjusted due to changes in funding received.

Funding for this solicitation comes from the following sources:

- WIOA Adult
- WIOA Dislocated Worker
- WIOA Youth
- Temporary Assistance for Needy Families (TANF) – for the WT program
- Supplemental Nutrition Assistance Program, Employment & Training (SNAP E&T)
- Reemployment Assistance
- Wagner-Peyser (WP)

The actual amount of the contract award will be based on the proposed budgets, availability of funds, and the standards for the use of public funds. All costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories and in accordance with 2 CFR 200.

Notice of this RFP will be published in a major newspaper in the CSCR operating area and will also be distributed via email to organizations on the CSCR Bidder's List. Upon its release, the RFP, and all accompanying attachments, will be posted on CSCR's website: <https://www.careersourcecapitalregion.com/about/request-for-proposal> or [https://www.nawb.org/member\\_rfp\\_announcements.asp](https://www.nawb.org/member_rfp_announcements.asp).

All parties contracting with CSCR must comply with United States Department of Labor's (USDOL) regulations and any other interpretations published by the USDOL. Administration and operation of this program is subject to compliance with the State of Florida policies, including, but not limited to, policies from CareerSource Florida and the Florida Department of Economic Opportunity and local policies as issued by CSCR. Funded proposals will also be required to meet specific Federal, State and Local guidelines for participant outcomes and program performance. Awarded contractors will be held to specific performance deliverables as prescribed by CSCR. Each respondent must have a clear understanding of the performance measurement tools used in Florida (both State and Federal) as well as any local performance criteria established by the CSCR board of directors. Further, respondents must understand that CSCR has an expectation of excelling in all performance goals to ensure that CSCR is not subject to corrective action by the State of Florida and to provide CSCR the opportunity to earn any available state performance incentives. Respondents must commit to ensuring the appropriate internal processes and staffing are in place to help CSCR meet the contracted/expected levels of State performance.

### III. PROCESS AND TIMETABLE

#### A. Eligible Contractor

Any non-profit, for-profit, educational or public entity/organization properly organized in accordance with applicable federal, state or local laws is eligible to submit a proposal. To be eligible, Respondents must be authorized to do business in Florida and must have been in business for at least three (3) years prior to the point the proposal is submitted. Minority and women-owned and operated businesses are encouraged to submit a proposal.

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the entity's previous contract(s) with CareerSource Capital Region have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or (4) the entity's name appears on the convicted vendor list.

Respondents shall have direct experience with and possess extensive knowledge of the federal workforce investment system and the services and programs associated therewith. Further, Respondents shall document an in-depth knowledge of the fiscal, administrative and programmatic requirements of the multiple funding streams utilized by CSCR.

#### B. Timetable

Critical Date	Time	Procurement Action
<b>February 28, 2022</b>	n/a	RFP issued by CareerSource Capital Region
<b>March 10, 2022</b>	4:00 p.m.	Deadline for questions/requests for clarification
<b>March 14, 2022</b>	n/a	Answers to questions posted at <a href="http://www.careersourcecapitalregion.com">www.careersourcecapitalregion.com</a>
<b>March 15, 2022</b>	4:00 p.m.	Deadline for Letter of Intent to Propose
<b>March 31, 2022</b>	4:00 p.m.	Deadline for Proposal submittal
<b>April 13, 2022</b>	Noon	Board of Directors' approval
<b>May 1, 2022</b>	n/a	The target date for contract execution
<b>July 1, 2022</b>	n/a	Provision of services begins

\*\*Note: All times shown are Eastern Standard Time (EST).

The above timeline is the schedule of events identifying key actions and the dates/times which the action must be taken. CareerSource Capital Region reserves the right to adjust the schedule or to extend any published deadline in this RFP when it is in the best interest of CareerSource Capital Region. Changes will be communicated via the CSCR website - <https://www.careersourcecapitalregion.com/about/request-for-proposal>.

The Letter of Intent to Propose must clearly identify the Respondent, any subcontractor(s), and the activities/services that each subcontractor will deliver. A letter of intent does not commit a Respondent to submit a proposal; however, a Letter of Intent to Propose must be submitted by the date and time specified above for the Respondent's proposal to be accepted.

The Letter of Intent to Propose and the proposal must be **received and postmarked** by the dates and times shown above. The prospective Respondent is solely responsible for ensuring that anything sent to CareerSource Capital Region arrives on time at:

CareerSource Capital Region  
2910 Kerry Forest Parkway  
D4-273  
Tallahassee, Florida 32309

### **C. QUESTIONS AND REQUESTS FOR CLARIFICATION**

All questions/requests for clarification must be submitted and **received** in writing via email by March 10, 2022, not later than 4:00 PM EST. to:

Matthew Salera, Chief Financial Officer - [matt.salera@careersourcecapitalregion.com](mailto:matt.salera@careersourcecapitalregion.com)

Verbal questions/requests for clarification shall not be accepted. Further, CSCR reserves the right to reject any or all requests for clarification, in whole or in part.

All responses to written questions/requests for clarification that are accepted by CSCR will be posted to the CareerSource Capital Region website by March 14, 2022 at <https://www.careersourcecapitalregion.com/about/request-for-proposal>. It is the responsibility of the Respondent to monitor the CSCR website for updates.



#### IV. DELIVERY OF SERVICES (Limit 5 pages)

The following components of service delivery should be present in all responses to this RFP.

##### A. Customer Service Philosophy

CSCR is seeking proposals that focus on excellent customer-centered design service, innovative and effective service processes, integrated management and high-quality staffing. Career seekers must know, upon arrival, what services are provided on site, what they may or may not be eligible for, and how program services can best suit their individual needs. A career seeker should have a clear understanding of the flow of services and how they can progress from one to another quickly and seamlessly. The front-line staff should be knowledgeable about all available workforce development opportunities in the area to fulfill collaboration with partner programs, including services within and outside of the workforce development programs.

Customer service is the provision of a “customer focused” approach in the delivery of services, designed to:

- Prepare and coordinate comprehensive employment and/or educational plans, such as service strategies, for career seekers to ensure access to necessary program activities and support services, using where feasible, computer-based technologies.
- Provide job and career counseling during program participation and after job placement.

This “human-centered design” is an in-depth process analysis of understanding what the career seekers expectations and preferences are and organizing them into specific measurable results to increase value-added services. Respondent will need to propose a plan to continue advancements on a human-centered design process.

The selected respondent will be required to provide experienced and knowledgeable staff in sufficient numbers to meet the needs of active career seekers as well as closed/exited cases in follow-up or receiving follow-up services. It is expected that all customer interfacing staff exhibit empathy and possess active listening skills, using their expertise to the benefit of the customer. The successful respondent will provide all necessary services required to ensure career seeker success within our integrated service delivery (ISD) model. With the ISD model, the experience should feel seamless with staff providing the resources from multiple funding sources to meet the needs of the career seeker. Respondents must show how they will incorporate this approach into their customer service philosophy.

Customer service strategies should include, but are not limited to:

- Regularly scheduled contact with all career seekers to determine their needs as they move along their career plan. The interaction should be personalized and be more than a required step that is “checked off” as completed. Contacts with the **career seeker should be consultative, conversational, and employ active listening with a strong emphasis on follow-up.**
- The use of career plan benchmarks to measure progress such as increasing Test of Adult Basic Education (TABE) or college entrance exam scores, finding unsubsidized employment, attaining occupational and work readiness skills, attaining a high school diploma or GED, obtaining an occupational license, certificate, or degree, etc., all within the framework of established career pathways.

- Support and intervention in a time of crisis, and assistance in the development and implementation of a crisis plan. An awareness of partner relationships that can support and enhance the outcome of the intervention.
- All career seeker data is to be entered into the state's information management system in a timely manner (within 48 hours). Case note summaries are not limited to, but should detail, contacts per career seeker, missed appointments and attempts to contact the career seeker, career services provided to the career seeker, progress, assessments, barriers, interventions, and successes of the career seeker, etc. The case notes should be comprehensive and tell a clear story along with rationale as to the solutions proposed and/or provided.
- Provision of linkages, referrals, coordination of services and resources that support the achievement of career seeker's individualized goals.
- Staff will collaborate with other service providers, training providers, employers, and community partner agencies as needed for career seeker success. Staff will have a detailed and working knowledge of other community services and resources and cultivate a wide network of contacts to ensure ongoing collaboration and comprehensive solutions for the needs of the career seeker.
- Communication of employment opportunities coordinated by CSCR or other community partners that suit the employment needs of the career seeker.
- Intensive follow-up services will be provided to all required career seekers for a minimum of twelve months.

## **B. Career Pathway Philosophy**

CSCR, in coordination with selected respondents and community partners, will continue to lead efforts in the area to develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by career seekers to gain employment and attain prosperity. Initiatives have been developed to identify the employment needs of employers within identified sectors and occupations. Efforts will include enhancing communication, coordination, and collaboration among employers, educational partners, economic development entities, and the service provider to develop and implement strategies for meeting the employment and skill needs of career seekers and employers.

CSCR has embarked on an initiative to quantify and identify industry sectors that are most poised for growth/expansion, require additional assistance to facilitate the creation of jobs, and are in line with its regional economic development partners' targeted sectors for the purposes of expediting job growth. CSCR's sector strategies are designed to be highly responsive to current and future industry demands when compared to traditional job matching and training services because each sector has been identified through an intensive data-driven process. CSCR has identified, at this time, the following industry sectors: Manufacturing, Construction, Transportation & Logistics, Retail, Hospitality, Education & General, IT, Professional & Human Services and Health Care.

In response to rapid advances in technology and market globalization, the local regional economies are becoming increasingly knowledge centered, technology based, and innovation driven. These changes present new challenges to employers, workers and communities. While employers confront growing shortages of adequately prepared workers, low-skilled workers lack the tools to secure better jobs and the resources to obtain higher-level skills. Gadsden, Leon and Wakulla Counties' growth industries increasingly need workers with higher skill levels and credentials, yet the percentage of the local labor force with four-year college degrees is leveling off and the number of workers with two-year degrees and vocational certificates will fall short of the local economy's predicted needs. Understanding this need,

CSCR has embarked on promoting apprenticeships and stackable credentials to address the needs of Career and Technical Education.

Respondents will:

- Engage industry sectors by addressing the needs of employers through focusing intensively on the workforce needs of a specific industry/sector over a sustained period, often concentrating on a specific occupation or set of occupations within that industry.
- Address the needs of career seekers by creating formal career paths to quality jobs, thereby reducing barriers to employment, and sustaining or increasing middle-class jobs.

To achieve success in supporting career pathways, respondents must work with CSCR staff and be poised to assist both career seekers and employers with developing sustainable career pathways. Respondents must show how they will use the latest Labor Market Information (LMI) tools to develop and adjust program models according to demand.

CSCR is looking for proposals that show the utilization of LMI and career pathways in all aspects of the services provided, from the moment the career seeker begins services to the conclusion of their follow-up services. CSCR has a website to be accessed by the public at: [www.mycareerpathways.org](http://www.mycareerpathways.org).

## V. SCOPE OF WORK: WORKFORCE DEVELOPMENT SERVICE PROVIDER (Limit 15 Pages)

Workforce Development Service Provider is expected to provide management of the three current Career Center locations and the services/programs provided within the Career Centers.

Note: The successful Respondent will adhere to the following hours of operation for the CareerSource Capital Region offices in Gadsden, Leon and Wakulla counties unless otherwise approved by CSCR's Board of Directors

### **Gadsden County:**

Monday through Friday: 8:30am – 4:30 pm

### **Leon County:** *(Comprehensive Center)*

Monday through Friday: 8:30am – 4:30 pm

### **Wakulla County:**

Monday through Friday: 8:30am - 4:30 pm

The contractor will follow the CSCR holiday schedule (subject to CSCR revision annually).

Respondents for the Workforce Development Services Provider should provide a detailed explanation for each of the following sections:

### **A. Outreach, Physical and Programmatic Accessibility and Confidentiality**

#### Outreach

- a. Describe outreach and enrollment methods that Respondent has proven to be successful to reach target populations for promotion of workforce development solutions. Respondents must include how they will build or enhance partnerships within each county to reach eligible career seekers and overcome potential challenges in enrollment, especially for the hardest to serve. How will you partner with grassroots organizations who demonstrate existing, successful relationships in the community? Respondents should be specific as to the actual outcomes and show how partner programs will be brought together to ensure adequate outreach of target populations.

#### Physical/Programmatic Accessibility

- a. Describe how assurances will be made that services are accessible to all career seekers and employers, including areas with high poverty and transportation barriers in rural communities.
- b. Through agreements, CSCR has established community partner locations (affiliate sites) to serve to connect with potential career seekers who would otherwise not be able or willing to travel to a Career Center for services. How will the respondent plan and coordinate these outreach services?
- c. Provide a plan that details the service model that will be used to serve individuals with barriers to employment (i.e. individuals who were previously incarcerated, individuals with disabilities, individuals without formal education, etc.) incorporating career center processes as well as partner agency engagement. Respondents should include data that can support their success in serving individuals with barriers to employment.

- d. Include a description for meaningful access and adaptation for career seekers with disabilities and individuals for whom English is not their first language.
- e. Describe how a partnership with CSCR will be utilized to identify technology and occupancy needs to ensure career seeker and employer customers have a professional, efficient and effective environment.
- f. Describe the plan for supervision, including local/on-site, of functional and direct staff.
- g. Describe how you will adapt your services to provide remote and virtual access that is responsive to COVID-19 limitations and social distance mandates (when applicable).

#### Confidentiality

- a. Identify the approach to the management of information systems and the integrity of information entered by staff. Note: The State of Florida is currently utilizing the Employ Florida (EF) system as its data collection system. Include any specific experience with EF or similar systems operated by Geographic Solutions, Inc.

### **B. Workforce Development Service Provider Coordination, Partnerships and Certification**

The One Stop Operator and Workforce Development Services Provider will work with Mandatory Partners to coordinate case management services to mutual customers and ensure that the appropriate information is relayed to partner staff.

- a. Describe successful experience working with LWDBs, partners, and/or service providers to develop strategic approaches to support regional economic development and employers with staffing needs in high demand occupations.
- b. Describe how and what other partnerships you plan on leveraging with other systems such as, school districts, higher education institutions including community colleges, law enforcement, adult justice systems, local housing programs, community-based organizations, mental health and counseling centers, employers, and other organizations.
- c. CSCR staff (in partnership with Career Center staff for content) develops and creates online workshops for career seekers to access any time and from anywhere. Learning labs are provided in the Career Centers and are led by knowledgeable staff who are also tech savvy and capable of assisting “technology challenged” career seekers. Respondents should describe how they will ensure that the services offered in the learning labs are career seeker focused and that relevant content changes are regularly communicated to CSCR staff and partners.

### **C. Career Center Staffing Patterns**

The Workforce Development Services Provider is the supervisor of all Career Center staff and has the authority to organize and supervise staff, without regard to the program that funds an individual staff member and will focus on day-to-day supervision of service delivery efforts. The Workforce Development Services Provider creates daily work schedules, team assignments and workflow based upon the operational needs of each specific Career Center. The Workforce Development Service Provider provides direct supervision, oversight and management of assigned Florida Department of Economic Opportunity staff (which include Wagner-Peyser and TAA staff) and the integration of these staff duties and responsibilities as they integrate with the overall service delivery of the Career Centers.

- a. Describe the 90-day transition plan for your organization to begin providing services on July 1, 2022. Include how items such as staffing, logistics, customer caseloads, etc. will be handled to avoid disruption of services to customers (career seekers and employers).
- b. Describe the coordination of supervising all Career Center staff that ensures adequate staff are available to meet the needs of career seekers and employers. This includes staff vacancies and unscheduled absences regardless of program.
- c. Describe your experience with the coordination of staff for events (i.e. hiring and recruitment fairs, trainings, meetings, etc.) that take place within the Region (internal or external) to meet the needs of employers and career seekers.
- d. Describe your experience with the coordination and scheduling of facilities usage such as, but not limited to, classrooms, training rooms, assessment labs and conference rooms.
- e. The Workforce Development Services Provider is responsible for the timely and efficient handling of incoming telephone calls by staff who are knowledgeable of all available services and the current availability of staff. Respondent must ensure customer service training and certification as well as operational training is provided to staff so that staff can effectively serve career seekers, employers, partners and internal staff. Respondent should describe their plan to ensure qualified and knowledgeable staff are available to respond timely to incoming calls and their ability to triage the needs of customers (career seekers and employers) for accurate transferring of calls.
- f. Describe how career seeker flows will be tracked and staffing patterns will be adjusted to ensure all functions are staffed appropriately and workload is organized to meet the needs of career seekers, especially during peak hours of operation. Proposals should show how staff will be guided to understand their roles/responsibilities within a function and in relationship to other functions to achieve CSCR's goals.

#### **D. First Impression Team**

CSCR employs a customer centered model to ensure all first-time career seekers receive a welcome and “what can we help you with” approach. This approach is the First Impression Team (FIT). Our front door staff in all our locations are trained to be friendly and welcoming to everyone who enters our system, whether in person or online. Each career seeker receives an overview of available services, and any other pertinent resources to ensure a successful return to employment. This includes a complete overview of the processes and procedures for gaining maximum benefits from engagement with the Career Center. The successful respondent must ensure that the career seeker receives information on our services, a resume review and registration in the Management Information System. Note: Veterans must receive priority of service. Providing Priority of Service should be addressed in the proposal.

- a. Describe the staffing plan to coordinate staffing and the optimum career seeker flow process in the Career Centers as it relates to the FIT. This should include any planned adaptations for targeted populations (i.e. new high school graduates, Veterans, college students, executive/professional career seekers, returning citizens, etc.).
- b. Respondents should show how they will incorporate the Customer Service Philosophy in their approach to the initial interaction.

#### **E. Staff Development Training**

The Workforce Development Services Provider is the entity that coordinates all professional development training for all Career Center staff regardless of program or funding source. These trainings may be conducted by the Workforce Development Services Provider staff, other program staff or by outside sources and will be scheduled to ensure that trainings will not disrupt services provided within the Career Centers. Staff should be trained and keenly aware of how what they do affects, supports and contributes to the vision of the CSCR Board of Directors.

- a. Professional development and staff training are a priority to improve the career seekers' experiences. Respondents must demonstrate how they will incorporate the different learning styles of staff and ensure the retention of new information.
- b. Describe previous experience for new staff onboarding to ensure that all staff hired to work within the Career Centers understand and conduct business on a day-to-day basis in accordance with the Standard Operating Procedures approved by CSCR.
- c. Respondents will be responsible for attending and scheduling all appropriate staff to relevant state, regional or local trainings, and sharing information with other center and board staff as appropriate.
- d. Proposals should address how the Workforce Development Services Provider will identify needed staff development activities and provide and/or secure technical assistance and/or training. These trainings must include responses to any Corrective Action Plans submitted by CSCR to the Florida Department of Economic Opportunity (DEO) or USDOL after programmatic monitoring.
- e. Respondents must meet the mandatory number of required training hours for all frontline staff (15 Continuing Education Units), including electronic tracking of completed hours and report preparation of training hours for compliance and monitoring purposes. Respondents should include details of the method of tracking training hours to include any software or systems used.
- f. Currently frontline staff meetings take place on a weekly basis at each of the Career Centers and are used to foster teamwork, discuss Career Center operations, provide status of new or current projects, address technical problems, etc. System-wide staff meetings take place on a monthly basis and are used to provide training, foster teamwork, etc. Workforce Development Services Provider proposals should demonstrate how they will address these topics by incorporating new and innovative ways of relaying information to frontline staff. Proposals should address how they will encourage and foster teamwork and positive morale within the Career Centers and across the CSCR system.

## **V. SCOPE OF WORK: CAREER AND TRAINING SERVICES (Limit 15 Pages)**

Career and Training Services unifies numerous training, education and employment programs into a single, customer-friendly system in each Career Center. The underlying notion of this integrated service delivery model is the coordination of programs, services and governance structures so that all career seekers have access to a seamless system of workforce services regardless of funding stream. This model of operation emphasizes the cross training of staff who provide career services designed to assist participants in acquiring the skills needed by employers and obtaining appropriate and long-term employment through all available programs. These programs include Workforce Innovation & Opportunity Act (WIOA) Adult and Dislocated Worker Programs, Youth, Special Projects as well as, Welfare Transition Program (WT), Supplemental Nutrition Assistance Program, Employment & Training (SNAP E&T), Wagner Peyser (WP), Veterans, Priority Reemployment Program (PREP), and Rapid Response.

Respondents must explain in detail how their integrated service delivery model will lead to employment and self-sufficiency for career seekers (regardless of program enrollment), new hires for employers and upskilling of the current workforce. The respondent must provide examples of current and/or proposed strategies that address each of the following sections:

### **A. Program and Case Management Staffing**

Case management involves a three-pronged approach:

- The customer focused/involved assessment that revolves around conversations with a customer to determine needs, barriers and goals;
- The “behind the scenes” data entry, tracking and resource facilitation with partner agencies; and
- Continued communication/interaction as the career seeker moves through overcoming barriers and accomplishing goals

To provide high quality case management to career seekers, staff must be experts in all available resources; including but not limited to, tools, assessments, available training, open job positions, industry sector trends, career seeker analysis and skills gap, etc.

- a. Cross training of Career Navigators increases the familiarity of all program eligibility, leading to higher access to sustainable wages and employment for all career seekers served. Describe the organization of staff to ensure that all career seekers who may be served within the various funded programs (SNAP E&T, WIOA, WP, PREP, WT and special grants) receive seamless case management (integrated).
- b. Respondents must show how all staff are kept up-to-date on case management tools, whether through a training model, a team approach or other method of internal staff training. Certifications are encouraged to show competence.
- c. The region’s needs of case management often change due to natural disasters, economic changes or opportunities through grant funded programs. Proposals must show how staffing patterns will be adjusted to meet the needs of the region while maintaining high quality case management, including what is considered a standard case workload range per Career Navigator.
- d. CSCR is looking for proposals with innovative approaches to case management that demonstrate emphasis on high quality staffing and meaningful customer engagement.



## **B. Eligibility, Assessment and Individualized Career Plans/Services**

Assessments are a huge part of successful career seeker advocacy and provide staff valuable information to help develop the success of each individual career seeker. Assessments involve gathering information and appraising, analyzing, and using the information gleaned to identify academic and skill levels, service needs, strengths, deficiencies, prior work experiences, interests and aptitudes, employability, and attitudes relating to vocational training, basic education, and careers with the intent to best assist the career seeker. Assessments of the needs of adults, dislocated workers and youth, may include, but are not limited to diagnostic testing. An in-depth interviewing technique and evaluation is needed to best complete a full personalized analysis. Proper assessment forms the basis for career services through its deep analysis and is the foundation for all services that follow.

Staff will make use of the information gathered during the assessment process to create individualized employment plans as well as to determine the most appropriate resources needed by the career seeker. The development of a career plan must identify the employment goals, appropriate achievement objectives and appropriate combination of services for the participant to achieve their employment and/or educational goals. Individual employment plans must meet the requirements of the respective program(s). Respondents should describe how they will determine the level of services to be provided to the participant (Basic and/or individualized career and/or training services). How will you connect the services/activities to participant career interests, goals and outcomes?

### Eligibility

- a. All WIOA career seekers must be screened for suitability and eligibility in accordance with the funding source guidelines. The Respondent is responsible for the collection of WIOA program eligibility and suitability documentation as well as the maintenance of case records for all career seekers who are enrolled in WIOA. Proposals should describe:
  - Plan to ensure that staff is adequately trained on determining eligibility based on local, state and federal guidance. In addition, the Respondent must include in the plan, methods to successfully manage the eligibility process to avoid occurrences of disallowed costs.
  - Eligibility certification process that is easy for potential participants to navigate and creates a safe space for individuals to disclose sensitive information and self-identify barriers and needs. How will this process ensure compliance and proper documentation by staff?

### Assessment

- a. Respondents should select appropriate assessment tools to use. All assessment tools must be approved by CSCR prior to implementation and must be applied in a consistent and equitable manner. Proposals should describe:
  - Innovative assessment resources/tools that the respondent plans to use to assist in the collection of pertinent information for career planning.
  - Process to provide assessment services to career seekers with different levels of work history and educational backgrounds and how assessment tools will be used to add value to the services provided to each career seeker.
  - Plans to assess skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and support service needs throughout the case management process. Describe how this will be completed and the tools to be utilized.

- Plan to coordinate with the Business & Employer Solutions team to educate employers on the available assessment tools, recommend assessment tools based on the needs of the employer to validate skills/abilities. Additionally, the Respondent will need to describe the coordination to provide assessments to an employer's incumbent staff.

#### Individualized Career Plans and Services

- a. Those with significant barriers often need stabilization services before they can enter or fully participate in the workforce, as well as specialized employment services that support work placement and ongoing employment. Respondents must describe their experience working with career seekers who have significant barriers to employment as well as their experience connecting career seekers with community resources that help meet ongoing basic needs (i.e., food, housing, transportation, safety), both during the program and in follow-up. Include how referrals for wrap-around services will be incorporated in the career plans.
- b. Describe your process of analyzing skill needs and/or gaps of each career seeker and creating action steps to overcome noted needs/gaps. Respondent should include details of innovative software, systems and/or tools that may be proposed for use.
- c. Describe plans for staff training to include job search and placement assistance and, in appropriate cases, career counseling, including providing information on in-demand industry sectors and occupations. CSCR is seeking innovative approaches to assist staff in being experts at job searching and placement.
- d. Describe the coordination between case managers and the business solutions team to match the skills of career seekers with the current workforce needs of employers including job vacancies; job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements and opportunities for advancement within those career pathways.
- e. Describe your successful experience working with degreed professionals and executive level career seekers. Respondents should include data that can support their determination of success working with this specialized population.
- f. How will referrals to and coordination of activities with the BES team and partner programs and services be completed successfully? For this purpose, successful completion is defined as quality referrals (meeting the minimum requirements of the employer's job postings) that result in a direct placement. Additionally, Respondent should address how they plan to work with BES to develop opportunities for career seekers for which there are no known job opportunities that meets their skills, knowledge and abilities to include those with specialized education/professional experience, disabilities and criminal background issues.

#### **C. Educational Training and Work-Based Learning Activities**

CSCR will establish, each program year, the budget for training services (by each program source) as well as modifications to meet the needs of employers and career seekers.

Job retention and advancement strategies may vary greatly depending upon the career seeker served. In many cases, career seekers with poor or no work history may need assistance in transitioning to new positions to help build better employment records. Work-based learning activities help career seekers along their career path and provide employers the opportunity to build potential employees' skills as well as improve job loyalty. Career seekers may need educational training to earn certifications, licenses or credentials to move into better paying jobs.

- a. Describe the program design that best meets the needs of career seekers preparing for, maintaining or advancing employment through work-based learning or educational training.
- b. Respondents must explain how they will determine/document the need for training (occupational skills or work-based).
- c. Proposals must show what systems or innovative approaches will be used to ensure proper tracking of funds expended per career seeker, per program year to guarantee that CSCR's lifetime training limits are not exceeded.
- d. All job descriptions, as well as renewal of worksite agreements, are to be completed and updated annually. Proposals should discuss success with retaining worksite partners, as well as, developing new employer partnerships for the purpose of work-based learning activities. What is the process for monitoring worksites to ensure that they remain safe and appropriate? Note: The Respondent will need to address how they will work with CSCR's Business & Employer Solutions department to develop and maintain employer relationships.
- e. Proposals should demonstrate experience working with educational and workforce partners and the outreach and incorporation of current and/or new training partners.
- f. Respondents must demonstrate their experience with developing training budgets with career seekers.
- g. Proposals must show how they will monitor monthly and year-to-date actual participant training expenditures to ensure funds are not over-obligated or underspent.
- h. Respondents must describe their program of services should training dollars be exhausted before the end of the program year.
- i. Respondents must describe successful methods of recruiting participants when there is an excess of funding to provide training assistance. Response should include the strategies, timeline of action and previous results, if applicable.

#### **D. Business Effectiveness and Business Services Team**

CSCR has built and maintained strong relationships with employers through partnerships with economic development organizations, chambers of commerce, trade and professional associations, targeted employer outreach activities, and CSCR organized employer events. It will be the responsibility of the respondent to work closely with CSCR's Board staff Business & Employer Solutions department to complement and enhance these relationships.

- a. CSCR's "Business and Industry First" model includes increasing penetration in the regional market and delivering high quality services to employers as needs arise. This approach is responsive to the current needs of businesses and evaluates their potential for a deeper and more strategic engagement. CareerSource Florida's Continuous Improvement Performance Initiative Business Penetration metric measures the number of business establishments provided a staff-assisted, high value service. In providing high value services, there must be skilled and employment ready individuals to respond to the needs of local businesses. Proposals should detail the respondent's approach to align to the Business and Industry First model and provide a sufficient talent pool as a way to assist with successful business penetration.
- b. Another part of CSCR's business model revolves around a targeted, in-demand, industry and economic development approach. CSCR's targeted industry sectors are Manufacturing, Construction, Transportation & Logistics, Retail, Hospitality, Education & General, IT, Professional & Human Services and Health Care. Respondents must describe

their current expertise within these sectors and how they will structure their staff in support of serving these employers.

- c. Relationship management is an ongoing process of communication with the employer which includes fulfilling their talent needs and being responsive to issues as they arise. It is about being proactive in seeking out qualified career seekers to fill posted jobs and providing resources for other business needs (i.e. professional development training, business incentive information, etc.). Proposals should describe prior success with relationship development and management. Proposals should showcase innovative approaches used to provide the following services to employers.
  - i. Working indirectly and through the BES team with employers to obtain positive hiring results, this may include screening applicants, thus requiring broad knowledge of open job orders, industry requirements, EEO guidelines, and the understanding of the employers' needs.
  - ii. Matching career seekers to job openings and helping to fulfill hiring needs. This will require knowledge of current career seekers looking for employment and their knowledge, skills and abilities. Respondent should describe their experience and the techniques that will be used in building a successful talent pipeline in various industry sectors. This should include managing a demand-supply system which assists with meeting the needs of local demand (employers).
  - iii. Providing assessments to potential hires, increasing the likelihood that a match will be successful.
  - iv. Coordinating and staffing recruitment, hiring and other events. Respondent should describe their experience with organizing and executing successful events to include Hiring Fairs and Recruitment Events.
  - v. Delivery of Rapid Response solutions to individuals experiencing a layoff to include on-site contact, informational sessions to discuss available community resources, eligibility of/enrollment in WIOA Program (when possible), employment readiness services and job placement assistance. Respondent should describe their experience in the delivery of Rapid Response and its components.

#### **E. Follow-up Services**

Follow-up services are integral in assisting participants with employment retention. Follow-up services should be made available for program participants for up to 12 months and be based on expressed need. Services may be provided directly by CSCR or through its community partners.

1. Respondent should describe how they will equip career seekers to navigate resources to meet their needs outside WIOA programs and once they've exited the program.
2. Respondent should describe how they will provide follow-up services to foster continued engagement and provide support, including leadership and professional development, mentoring, career development and job progress, and community resources. What leadership and confidence building skills would you employ to improve self-efficacy?

#### **F. Accurate Data Entry and Case File Maintenance (Limit 5 pages)**

As the organization is responsible for case management, the effectiveness and ability to self-evaluate is far reaching. CSCR is monitored annually by the Florida Department of Economic Opportunity (DEO) on

programmatic integrity, transparency and effective use of federal dollars. Inaccurate or untimely management of case files can result in corrective actions implemented by DEO. To maintain CSCR's high level of integrity, proposals must include the following components:

- a. Demonstrated successful experience in maintaining or regaining program compliance, and other necessary case documentation, in obtaining, recording and utilizing databases and electronic storage of career seeker case files. Respondents must show a thorough working knowledge of all applicable laws, regulations, and policies to ensure the appropriate delivery of workforce development services are provided within all programs.
- b. Describe innovative approaches towards effective management of case files that assist staff in accurate and timely data entry. Use of technology or career seeker management tools should be described in detail.
- c. Describe resources and practices that assist case managers with workflow and scheduling of meetings.
- d. The Workforce Development Services Provider is responsible for the collection of career seeker information which includes engagement with case managers. Proposals should describe how information gathered will be used to increase interactions between case managers and career seekers.
- e. Describe any monitoring or quality data program used to ensure that data entry is accurate.

#### **G. Performance Management**

CSCR must meet annual performance standards as mandated by the United States Department of Labor and the Florida Department of Economic Opportunity (DEO). While the Workforce Development Services Provider is responsible for overseeing the tracking of performance, it is the responsibility of all staff to ensure continuous improvement that leads to positive performance outcomes and career seeker satisfaction. CSCR's expectation is to maintain positive performance outcomes and avoid sanctions from DEO for less than desirable performance outcomes.

- a. Respondents must show a thorough working knowledge of and ability to successfully meet all Federal, State and local performance metrics for all programs to ensure the appropriate delivery of workforce development services. Response should include descriptions of outcomes in past projects with similar scope of work. Research shows that involving employees in the planning process makes them feel part of a team, creates buy-in and improves communication. Discuss how your organization will use communication with employees (from top down) about organizational and regional performance and what measures will be in place to assist in continuous and successful meeting of benchmarks.
- b. Proposals must show the implementation of processes and schedules for reviewing and analyzing performance data for all programs provided within the Career Centers. This should include identifying weak areas to target performance improvement, plus plans to address any identified problems in day-to-day operations. Plans must detail the continued application of corrective actions until performance meets and exceeds local standards.

## V. SCOPE OF WORK: CAREER AND TRAINING SERVICES FOR YOUTH (Limit 15 pages)

CSCR envisions a high quality, integrated and comprehensive young adult service delivery model built around three policy objectives which are intended to re-engage, serve and empower young adults. Youth can be considered Out-of-School Youth (OSY ages 16-24) or In-School Youth (ISY 16-21). WIOA requires that young adults are served at a percentage of 75% OSY and 25% ISY; CareerSource Capital Region's youth model primarily focuses on OSY (85-90%). The objectives for the Youth program are:

- Foster demand-driven attainment of skills, credentials and impactful work experience.
- Enable upward mobility for all young adults, especially populations with barriers to employment, that ultimately leads to economic security; and
- Align, coordinate and integrate programs and services.

This model incorporates a seamless coordination of workforce services with partner organizations, and CSCR's Business & Employer Solutions staff. This coordination connects young adults to career pathways with high-quality jobs in growing industries in alignment with CSCR's sector strategy.

Respondents are encouraged to refer to effective and evidence-based practices in designing their approach to service delivery. Respondents are not limited to the required six sections described in the RFP but are encouraged to propose innovative and best practices to demonstrate proven and meaningful program design.

### A. Outreach, Programmatic Accessibility, Eligibility and Assessment

CSCR's Board of Directors has identified Out of School Youth (OSY) as a targeted population to be served through its young adult re-engagement programs. Included in this population are young adults currently or formerly legal/justice involved and/or those currently in or aged out of foster care.

#### Outreach

Proposals must demonstrate effective outreach and recruitment activities to identify participants for the program. Outreach and recruitment methods may include formal advertising, effective social media campaigns, flyers (all in coordination with CSCR's marketing department), word-of-mouth and other methods of program information dissemination. Respondents are highly encouraged to detail their program design related to planning targeted and a culturally competent outreach and engagement strategy.

#### Programmatic Accessibility

Respondents must show how they will develop and maintain effective community partnerships that will support the service delivery needs of disengaged hard-to-serve youth.

Selected provider(s) will need to demonstrate the capacity and experience of reaching out to and engaging targeted populations such as returning citizens and individuals with disabilities. It is important to CSCR that services are accessible to youth, regardless of barriers.

#### Assessment

Describe how assessments will be used to determine entry into career pathways, increased education and/or paid work experience.

Intake and eligibility determination of appropriate young adults must be managed by the Workforce Development Services Provider for certification prior to enrollment in WIOA funded activities. It will be the Respondent's responsibility to ensure that all required eligibility documentation is submitted in a timely and efficient manner. The proposal should include a plan to ensure timely eligibility determinations, assessment of needs, and accurate data entry.

### **B. Case Management Staffing and Continuous Improvement Staff Training**

To provide high quality case management to young adults, staff must be experts in all available resources; including but not limited to tools, assessments, available training, open job positions, resources, etc.

- a. Describe the organization of staff to ensure that all young adults receive seamless case management.
- b. Professional development and staff training are a priority to improve the customers' experiences. Respondents must demonstrate how they plan to coordinate staff training to ensure their ability to stay abreast of state and federal requirements and to adequately perform assigned roles, including a functional knowledge of the policies, procedures and unique characteristics/trends of young adult in this area, cultural awareness and competency in order to provide optimal services to participants.
- c. CSCR is looking for proposals with innovative approaches to case management that demonstrate emphasis on high quality staffing and meaningful customer engagement for young adults. Respondents must describe its case management model for young adults and how technology will be incorporated to improve case management and engagement. Respondents should include data that proves the success of their proposed case management model.

### **C. Individualized Career Plan and Training Services**

The youth service provider is required to provide or make available to participants all fourteen of the WIOA elements. "Make available" does not mean that every young adult participant must receive all program elements; it means that they have access to these services if they require them to meet their goals. Individualized and comprehensive assessments and services will determine each participant's needs and preferences for their success. Career plans must address the needs identified through comprehensive assessment, in a manner that is appropriate to the individual developmental needs of each young adult and follows clear timeliness in which to be completed.

- a. Describe how individualized employment plans, which are developed and adjusted throughout the duration of services, will incorporate elements of employment services including:
  - Comprehensive assessment of employment history, interests, skills abilities and experience;
  - Results of career exploration, counseling, planning and goal-setting;
  - Job readiness and identified foundational skills development;
  - Job search skills training, including resume development and interview preparation;
  - Basic skills remediation and tutoring;
  - Work-based learning to help gain skills relevant to their career interests, including paid and unpaid work experience, pre-apprenticeship, and on-the-job training;
  - Placement in employment that is a step into their identified career pathway; and

- Support services that assist in overcoming barriers and retention in training and/or employment.
- b. Describe how young adults may be referred to the services currently available within the community, if needed, to meet the required access to all fourteen elements. To ensure full access is successfully provided, respondents should describe their success at maintaining relationships with community organizations that serve disadvantaged young adults and a plan to develop new relationships.
- c. Respondents should demonstrate how the need of individualized support services will be identified, provided and incorporated into each young adult's career plan.
- d. All young adults enrolled will need individualized, and sometimes extensive, tutoring, study skills training, instruction and evidence-based recovery strategies that will lead to the completion of a secondary school diploma or its recognized equivalent. Proposals must show how participants will be given the skills needed to be successful in their journey of lifelong learning.
- e. Occupational skills training shall include priority consideration for training programs that lead to recognized credentials that are aligned with in-demand industry sectors or occupations in the local area. Describe how alternative training (those not on the local Eligible Training Provider List) will be sought out to support their individualized training needs and career interests.
- f. Describe how you plan to ensure disconnected youth are provided information and guidance on career pathways that lead to educational and occupational opportunities geared towards enhancing their long-term career goals.

#### **D. Work-Based Learning Activities**

Job retention and advancement strategies may vary as greatly as the individual young adults to be served. In many cases, individuals with poor or no work history may need assistance in transitioning to new positions to help build better employment records. Work-based learning activities help young adults along their career path and provide employers the opportunity to see the potential of young adults' skills, as well as improve job loyalty.

- a. Proposals must provide program design of industry engagement, delivery and hiring of young adults in work-based learning programs.
- b. Respondents must describe how they will determine/document the need for training services (occupational skills or work-based).
- c. It is important that young adults (especially those with little to no work history) have access to work experience and other work-based learning opportunities. Respondents must show, through coordination with the Business Solutions team members, their plan on how employers will be identified and engaged and how young adults will be matched to increase the success of the work-based activities. Due to the stigma and issues of disengaged young adults, program designs must show how any issues between the young adult and the employer will be addressed to ensure employer satisfaction and participant retention within the program.
- d. Describe how structured career exploration activities will be conducted to allow young adults to discover a range of career options in particular industries within the region. These industries should correlate with locally identified targeted industry sectors that show high growth job expectancy as well as the identified career interests of the young adults being served.



- e. Describe how the work experience model provides youth participants with the required academic and occupational education components.
- f. Proposals must show how Respondent's plan to monitor monthly and year-to-date actual training expenditures to ensure funds are not over obligated or underspent.

#### **E. Seamless Adult Service Integration**

Local Career Centers have been established to serve as a community-wide resource and a centralized place where community members and employers can access information and resources on education and workforce development. Many services and informational resources already exist that could meet the needs of young people. Each successful bidder is required to develop linkages and access appropriate resources from the Career Center. The goal is to provide young adults with exposure to the Career Center's information resources and services and to integrate young adults into the mainstream system.

- a. Proposals must show tangible ways the Career Center services and resources will be used to support their program design.
- b. Eligible youth, 16-24 years old, may be co-enrolled into adult services (18-24). Respondents should show their thorough understanding of which adult services are allowable and how they will work with partners within the Career Centers to provide services and reduce duplication of services and the requirement for customers duplicating documentation submissions.
- c. Some young adults may be receiving SNAP or WT services. Proposals must show how they will train staff to increase their awareness and knowledge of these services, as well as work with other Career Center case management staff to ensure that young adults are receiving streamlined services.

## VI. RESPONSE SUBMITTAL

### A. General Guidelines

**Below are the items that CSCR considers critical to responsiveness in a proposal. Failure to meet any of these stipulations will result in non-responsiveness and your proposal will be disqualified.**

CSCR must receive all proposals no later than Thursday, March 31, 2022 at 4:00 PM EST. Any proposal received later than the specified time will not be considered in CSCR's evaluation process. Facsimiles or electronic copies will not be accepted.

Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP. Respondents are responsible for determining all factors necessary for the preparation of informative, responsive proposals. Proposals should demonstrate methods, strategies and expertise to accomplish the tasks identified in the Scope of Work.

CSCR is not seeking elaborate proposals. Brief narratives are requested that specify and clearly define the proposed services and document qualifications. Responses should illustrate experience with populations targeted and an in-depth knowledge of the fiscal, administrative and programmatic requirements of the multiple funding streams utilized by CSCR.

Proposals must be received in sealed envelopes. Proposal packages must include two (2) originals and twelve (12) hard copies along with one (1) copy on a jump drive and must be received by CSCR on or before the specified due date. **Originals must include original "wet" signatures**, all proposal information and attachments, including last available audit. The twelve (12) copies do not require original signatures or attachments. Proposals without the required number of originals with "wet" signatures, the required number of copies and all required forms as specified in the RFP will not be considered in CSCR's evaluation process.

Print all narratives on 8 ½ x 11" plain white paper with margins of 1" on each side. All narratives must be printed in 12-point font size and double spaced. Three ring binders, spiral binding, plastic binding, etc. should be excluded from submissions. Acceptable binding is a staple in the upper left-hand corner on the copies only.

Each page of the proposal should be numbered sequentially. These page numbers should then be reflected on your table of contents.

### B. Authorized Signature

An official authorized to legally bind the applicant organization must sign **two original proposals**:

- Attachment A: Proposal Cover Sheet
- Attachment B: Representations and Certifications

Proposals must also include the name of the contact person of the applicant organization during the period of proposal evaluation if different from the signatory official.

### C. Limitation

CSCR is requesting proposals with the intent of awarding a contract for the requirements contained in this RFP. However, CSCR is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals. This RFP does not commit or obligate CSCR to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract or to procure or contract for services or supplies.

CSCR reserves the right to cancel in part, or in its entirety, this RFP if it is in the best interest of CSCR to do so. CSCR may require the bidder(s) selected to participate in negotiations or to submit revisions of their proposals.

#### **D. Acceptance of Proposals**

CSCR must receive all sealed proposals no later than March 31, 2022 at 4:00 p.m. EST. Deliver proposals to:

Matthew Salera, Chief Financial Officer  
CareerSource Capital Region  
2910 Kerry Forest Parkway  
D4-273  
Tallahassee, Florida 32309

CSCR will not accept any changes, modifications or additions to the proposals after the deadline for submitting the proposals has passed. Any addendums submitted by the respondent prior to the March 31, 2022 deadline must be sealed with "Addendum" clearly marked on the package. CSCR reserves the right to waive any minor technical irregularity.

#### **E. Withdrawal of a Proposal**

Any organization that has submitted a proposal to CSCR on or before March 31, 2022 at 4:00 p.m. EST and who finds it necessary to withdraw their proposals must submit their request in writing to CSCR.

CSCR will not return proposals, binders or exhibits. All proposals become the property of CSCR and will be a matter of public record subject to the provisions of the WIOA and of Chapter 119, Florida Statutes. However, public access is not allowed if: (a) disclosure of information would constitute a clearly unwarranted invasion of personal privacy; and (b) the information constitutes a trade secret, or commercial or financial information that is obtained from a person that is privileged or confidential.

#### **F. Proposal Evaluation**

Proposals will be initially reviewed and rated by a formed CareerSource Capital Region review team using a point system based on a Proposal Evaluation / Rating Form. The review team will prepare a proposal-rating summary for review by the Board and/or one of its committees. Proposals will then be evaluated by appropriate Board members. Prospective providers may be invited to make oral presentations and /or explain their proposals.

#### **G. Notice of Contract Award**

The contract may be awarded, based on proposals received, without discussion of such proposed programs with the bidders. Therefore, each offer should be submitted in the most favorable terms from a price and technical standpoint that the bidder can make to CSCR Board of Directors.

Final award of a contract will be contingent upon:

- Successful negotiation of a contract
- Acceptance by the Respondent of the contract terms and conditions
- Satisfactory verification of past performance and systems (e.g., financial), where applicable
- Availability of funding

The notice to all respondents, including intended contract awardees, is expected to be made no later than April 14, 2022.

#### **H. Protests or Disputes**

In accordance with applicable regulations, Respondents who are denied funding have the right to appeal. The following steps must be taken for organizations to appeal funding decisions:

Submit a letter within three (3) business days from the date of the contract award to the Chief Executive Officer of CareerSource Capital Region stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on the four criteria below:

- Clear and substantial error or misstated facts by the review team upon which the decision was made by the Board of Directors
- Unfair competition or conflict of interest in decision making process
- Any illegal or improper act or violation of law
- Other legal basis on grounds that may substantially alter the Board's decision

The Chief Executive Officer will review the appeal and respond within 10 business days.

In the event the Chief Executive Officer's response is not satisfactory to the Respondent, an appeal to the CareerSource Capital Region Executive Committee may be requested. The request must be addressed in writing within 15 days from receipt of response from CareerSource Capital Region to:

CareerSource Capital Region  
Attention: Board Chair  
2910 Kerry Forest Parkway  
D4-273  
Tallahassee, Florida 32309

The appeal will be heard at a time set by the Chair of the Board of Directors after consultation with legal counsel.

## **I. Funding Availability**

CSCR will make sufficient funding available from various sources. At the time of this solicitation, CSCR has not received an official notice of its allocation for programs funds. For planning purposes, please submit budgets for the program year beginning July 1<sup>st</sup>, 2022 and ending June 30<sup>th</sup>, 2023.

This funding level does not include other funding resources managed by CSCR (i.e., Special Grants, Veterans services, etc.); however, staff from these other funding sources will be made available.

CSCR reserves the right to adjust the contract amount as final funding information becomes available. Funding during the contract period may be adjusted due to changes in funding availability.

Although this solicitation involves WIOA, SNAP, WP and WTP funds, CSCR reserves the right to later add additional dollars from other funding streams (such as State or Federal grants) to modify any agreement resulting from this solicitation. These additional dollars will be subject to the regulations that affect those specific funding streams.

## **J. Profit Rate**

Profit is allowed in the delivery of services. However, the total profit charged by private for-profit entities must not exceed ten percent (10%) of the total contract.

## **K. Program Income**

Income generated by a contract funded with Federal grant dollars, as a result of fees, rental, or real or personal property, the sale of commodities or items developed with contract funds, and revenues in excess of costs earned by organizations is considered program income. Program income does not include profit earned by for-profit agencies and identified and agreed to in the Contract budget. Program income must be returned to CSCR.

## **L. Stand-In Costs**

Costs paid from non-Federal sources that may be used to stand in for disallowed costs identified as a result of monitoring report or audit. These costs must be reported as uncharged program costs and must have been allowable under the grant for which the stand-in costs are offered. They are subject to verification through an audit and must be reported in accordance with standards set by the CFR 200.

## **M. Conditions of this RFP/Reserved Rights**

The issuance of this RFP constitutes only an invitation to present proposals. The rights reserved by CSCR, which shall be exercised in its sole and absolute discretion, include without limitation, the right to:

- End contract negotiations if acceptable progress, as determined by CSCR, is not being made within a reasonable time frame. Should a proposal be selected for funding, the respondent will then complete contract negotiations. For a contract to be executed, the respondent must meet certain requirements with CSCR.

- Supplement, amend or otherwise modify or cancel any provisions set forth in this solicitation at any time.
- Accept or reject any non-responsive or untimely responses or reject all responses to this RFP and/or seek new proposals.
- Disqualify any respondent who submits an incomplete or inadequate response or is not responsive to the requirements of this RFP.
- Change or waive any provisions set forth in this RFP.
- Require additional information, oral presentation, additional data and/or technical or price revisions from one or more respondents to supplement or to clarify the proposal submitted.
- Determine whether the respondent's written or oral representations are true, accurate and complete or whether the respondent has adequately responded and has the necessary experience, including seeking and evaluating independent information on any respondent.
- Verify representations in the response by visiting and examining any of the project sites referenced in the proposal submitted and to observe and inspect the operations at such sites.
- Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics.
- Conduct a pre-award review that may include, but is not limited to, a review of the respondent's record keeping procedures, management systems, and accounting and administrative systems.
- Change specifications and modify contracts as necessary to **a)** facilitate compliance with the legislation, regulations and policy directives, **b)** to manage funding, and **c)** to meet the needs of the customers.
- All programs must be operational on July 1<sup>st</sup>, 2022.
- All contractors must have current fiscal and compliance audits as required by CFR 200.
- All contractors are required to be an Equal Employment Opportunity Business.
- All contractors must provide a certificate of insurance for comprehensive general public liability insurance with combined single limit coverage of at least \$1,000,000 and Workers Compensation Insurance. A certificate of coverage may be submitted within thirty (30) days of award.
- All contractors are ensuring, by signing the contract, that adequate and qualified staff will be dedicated to the contracted program services.

To avoid actual or perceived conflict or undue influence over the process, all respondents (including current Contractor if a proposal is submitted) are prohibited from contacting any CSCR board member, committee member or staff (other than the contact listed above) regarding this RFP. Contacting anyone for purposes of influencing the outcome of the procurement will result in disqualification of the prospective Respondent from this competitive procurement process.

Respondents should be familiar with the general terms and conditions of CSCR's contracts (Attachment C of this RFP).

#### **N. Type of Contract**

CSCR anticipates payment under a cost-reimbursement, performance-based contract that will be based upon actual costs and performance delivery outcomes. The expected performance delivery outcomes for CareerSource Capital Region will be linked to the federal indicators of performance, job placements, state performance criteria, quality assurance error rate, career seeker engagement and follow-up, and other criteria as determined and negotiated between CSCR and the Contractor.

Additionally, CSCR may elect to provide a contract modification that allows for the attainment of incentive funding provided that CSCR is awarded incentive funding from CareerSource Florida through the achievement of performance metrics identified in the state's Continuous Improvement Performance Initiative.

Due to the nature of CSCR's funding sources, potential changes in legislation and policies, and performance achieved, Respondents, are advised that any contract awarded under this RFP may be modified to incorporate such changes, adjustments in the delivery system, or any activities provided.

#### **O. Contract Modifications**

All contractors are ensuring, by signing the contract, that the negotiated price or services provided in a contract cannot be changed without CSCR's approval and a modification to the contract. All requests for modification must be submitted to CSCR with written justification prior to implementation of any changes, including costs.

#### **P. Program Evaluation**

The primary responsibility for program evaluation and oversight throughout the year will reside with CSCR Board of Directors and or committee thereof. The CSCR staff will conduct regularly scheduled monitoring and evaluation of each program and service provider throughout the program year.

#### **Q. Selection**

CareerSource Capital Region maintains a policy that an organization must possess the demonstrated ability to perform successfully under the terms and conditions of a proposed contract prior to the contract being executed. Determinations of demonstrated performance shall take into consideration such matters as to whether the organization has:

- Adequate financial resources or the ability to obtain them.
- The ability to meet the RFP design specifications at a reasonable cost, as well as the ability to meet performance goals.
- A satisfactory record of past performance in delivering the proposed services, including demonstrated quality of services and successful outcome rates from past programs.
- The ability to prioritize and provide services and/or a program(s) that can meet the need identified.
- A satisfactory record of integrity, business ethics and fiscal accountability.
- The necessary organization, accounting and operational controls.
- The technical skills to perform the work.
- Is in alignment with CareerSource Capital Region's mission, visions, and values.

**Attachment A – Proposal Cover Sheet**

1. Legal Name of Respondent:
2. Former Name(s) Under Which Respondent Has Operated:  
\_\_\_\_\_
3. Authorized Contact Person:
4. Address:
5. Telephone Number: (\_\_\_\_) \_\_\_\_\_ 6. Website Address:
7. Date of Business Inception: \_\_\_\_\_ 8. Number of Years in Business:  
\_\_\_\_\_
9. # of Years Delivering the Solicited Workforce Services: \_\_\_\_\_
10. # of Full-time Employees: \_\_\_\_\_
11. Type of Business: For-Profit    Non-Profit    Public
12. Legal Structure: Sole Proprietorship    Partnership    Corporation
13. Authorized to conduct business in Florida? Yes    or    No
14. Check to indicate if your organization is a:

Community-based Organization (CBO)    Minority-owned    Female-owned    N/A

15. The proposer certifies that:

a. It has no outstanding liens, claims, debts, judgments, or litigation pending against it which would materially affect its programmatic or financial abilities to implement and carry out its proposed program.	Yes    No
b. It has complied with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services.	Yes    No    N/A
c. It is current in its payment of applicable federal, state, and local taxes.	Yes    No
d. It is free and clear of any disallowed audited costs.	Yes    No
e. Its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program.	Yes    No
f. It will comply with the assurances attached to this RFP, WIOA and its promulgated rules and regulations.	Yes    No
g. It is authorized to submit this proposal in accordance with the policies of its governing body.	Yes    No



By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 60 days from this proposal's date.

**Organization**

\_\_\_\_\_

**Name of Certifying Official**

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment B – Representations and Certifications**

THESE REPRESENTATIONS AND CERTIFICATIONS MUST BE SIGNED AND SWORN TO BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDENT IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Where the respondent is not able to certify to any of the following representations and certifications, the respondent shall submit with its proposal a written explanation of why it cannot do so.

Representations and certifications provided by vendors are submitted to CareerSource Capital Region (CSCR) in response to a specific solicitation. In submitting a proposal, each respondent understands, represents and acknowledges the following:

**Company Name:** \_\_\_\_\_

**DUNS:** \_\_\_\_\_

**Certification Validity Date:** \_\_\_\_\_

By submitting this certification, I \_\_\_\_\_, am attesting  
(Authorized Representative Name)

to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent

(Respondent/Company Name)

in any of the representations or certifications to CSCR.

**By submission of this proposal I certify that following statements are true and correct:**

- I. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
  
- II. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- III. Respondent currently has no delinquent obligations to the State of Florida or U.S. Government including a claim by the State of Florida or U.S. Government or for liquidated damages under any other contract.
- IV. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- V. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, nor they will not be disclosed before the solicitation opening.
- VI. The respondent has fully informed CSCR in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- VII. The Respondent understands that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- VIII. The Respondent understands that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- IX. The Respondent understands that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- X. The Respondent understands that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

of goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**XI.** Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

**(Initial one)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attached is a copy of the final order.

**XII.** The Respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.

**XIII.** If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with CSCR.

**XIV.** The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

**XV.** The Respondent shall indemnify, defend, and hold harmless CSCR and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

**XVI.** All information provided by, and representations made by, the respondent are material and important and will be relied upon by CSCR in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from CSCR of the true facts relating to submission of the bid.

**XVII. Certification of Drug-Free Workplace.** As required by the Drug-Free Workplace Act of 1988, the respondent represents as part of its offer that it will or will continue to provide a drug-free workplace by complying fully with the following requirements:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
- D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Complete appropriate boxes:

**XVIII. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.** The respondent represents as part of its offer that it:

Has,  Has Not

participated in a previous contract or subcontract subject to either the Equal Opportunity clause of this solicitation;

Has,  Has Not

filed all required compliance reports.

**XIX. CONFLICT OF INTEREST CERTIFICATION.** Except for the possible exceptions noted below, respondent certifies that it and its principals, owners, and employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provisions of goods and/or services to CSCR.

DISCLOSURE OF POSSIBLE CONFLICT OF INTEREST.

The principals\* and owners\*\* of the firm:

Have,  Do Not Have

A relative who is a Member of the Board of Directors of CSCR. If applicable the relative's name is

\_\_\_\_\_.

The relationship of the relative to the principle and/or owner of the firm is

\_\_\_\_\_.

There Is,  There Is Not

A principal or owner who is a Member of the Board of Directors of CSCR. If applicable, the principal's or owner's name is:

\_\_\_\_\_.

There is,  There Is Not

A principal or owner who is an employee of CSCR. If applicable, the principal's or owner's name is

\_\_\_\_\_.

\* "Principal" means an owner or high-level management employee with decision-making authority.

\*\*"Owner" means a person having any ownership interest in the firm.

## **XX. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The Respondent, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after October 14, 2020.
- C. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
- D. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in

connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- E. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- F. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**XXI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

As required by Executive Order 12549, Debarment and Suspension and implemented at 29 CFR Part 98 for prospective participants in primary covered transactions –

- A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I UNDERSTAND THAT THE SUBMISSION OF THESE REPRESENTATIONS AND CERTIFICATIONS TO THE CONTRACTING OFFICER FOR CSCR IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THESE REPRESENTATIONS AND CERTIFICATIONS ARE VALID. I ALSO UNDERSTAND THAT I AM REQUIRED TO TIMELY INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THESE REPRESENTATIONS AND CERTIFICATIONS.

FOR:

\_\_\_\_\_

Respondent/Company Name

\_\_\_\_\_

Printed Name and Title of Authorized Representative

\_\_\_\_\_

Signature of Authorized Representative

Date

STATE OF

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first sworn by me, affixed his/her signature in the space provided above on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Notary Public

My commission expires:



## Attachment C – General Terms and Conditions

### I. Termination of Contract, Modification and Breach of Contract

- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
- B. For Convenience - Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
- C. For Cause - The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by CareerSource Capital Region, (CSCR) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.
  - a. Reasons for termination with cause include, but are not limited to, the following:
    - i. If, through any cause not attributable to CSCR, the Sub-Recipient/Contractor fails to fulfill in a timely and proper manner its obligations under this Contract.
    - ii. If the Sub-Recipient/Contractor violates any of the covenants, agreements or stipulations of this Contract.
    - iii. If Temporary Assistance to Needy Families/Welfare Transition Program (TANF/WTP), or Workforce Innovation and Opportunity Act (WIOA) funding is not available.
    - iv. If the Sub-Recipient/Contractor fails or refuses to permit inspection of its books by the US Secretary of Labor, Inspector General, CSCR or its designee, or any authorized person seeking inspection of the Sub-Recipient/Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.
    - v. CSCR determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.
- D. Notice of Termination - Termination of work hereunder shall be affected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- E. Certified and other mail related to contractual obligations will be sent to the following parties:

CareerSource Capital Region  
James Mcshane, CEO  
2910 Kerry Forest Parkway, D4-273  
Tallahassee, Florida 32309

For the second party (Sub-Recipient/Contractor):

Authorized Signatory as identified on the Administrative Capability Form, if applicable, included in the awarded proposal.

Business address as identified on the Administrative Capability Form, if applicable included in the awarded proposal.

- F. Action to Be Taken After Receipt of Notice of Termination - After receipt of the notice of termination, the Sub-Recipient/Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering persons and/or services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Sub-Recipient/Contractor agrees to:
- a. Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements.
  - b. Assign to CSCR in the manner, at the time and to the extent directed by CSCR, all of the rights, titles and interests of the Sub-Recipient/Contractor under the orders and subcontracts so terminated. CSCR shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.
  - c. For Cost Reimbursement Contracts: Payments will be made for expenditures incurred up to the date that termination notification is received. CSCR must receive the final request for cost reimbursement, within thirty (30) days after the termination of the Contract unless otherwise stipulated by CSCR.
  - d. Any litigation shall be heard under the laws of Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

## II. Availability of Funds

It is expressly understood and agreed that the obligation of CSCR to proceed under this Contract is conditioned upon the appropriation of funds by the State of Florida and receipt of Federal and/or State funds. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal Government to provide funds or the State of Florida to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CSCR for the payments or performance due under this Contract, CSCR shall not be obligated to pay the amounts due under this Contract; and all further obligations of CSCR under this Contract will cease immediately, without penalty, cost or expense to CSCR of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, CSCR shall notify the Sub-Recipient/Contractor and this Contract shall be null and void.

**FAIN #s** for funding streams associated with this contract may include but is not limited to the following: 175FL411Q7503, ES353372055A12, AA-28310-16-55-A-12, AA-28310-16-55-A-12, AA-28310-16-55-A-12, G-1701FLTANF.

### **III. Authority to Enter This Contract**

The Sub-Recipient/Contractor assures that it possesses legal authority to enter into the Contract; and the authority to file project plans, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient/Contractor to act in connection with the Contract and to provide such additional information as may be required.

### **IV. Debarment, Suspension and Other Responsibility Matters**

The Sub-Recipient/Contractor assures that it and its principals; 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local Department or agency; 2) have not, within a three year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of re-cords, making false statements or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any of the acts outlined herein; 4) have not, within a three year period preceding this Contract, had one or more public transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor list and, 6) is properly licensed by the State of Florida to perform the services outlined in this contract. The Sub-Recipient/Contractor hereby certifies that all items identified in the preceding paragraph are true.

### **V. Assignment of Contract**

This Contract and the provisions stated herein shall not be assigned by the Sub-Recipient/Contractor without the ex-pressed written consent of CSCR. The Sub-Recipient/Contractor shall not be relieved of its obligations without specific written release.

While it is understood that the Sub-Recipient/Contractor may enter into agreements or subcontracts with eligible entities for the provision of the services required with the approval of CSCR, any and all such agreements or subcontracts shall include all of the terms and conditions of the RFP under which this Contract was awarded. The Sub-Recipient/Contractor shall be fully responsible for the performance of its Contract.

Copies of all subcontracts, agreements and modifications thereto shall be forwarded to CSCR.

### **VI. Continuing Right of Enforcement**

The failure of CSCR to strictly enforce any of the provisions of this Contract, or to require strict performance by the Sub-Recipient/Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained therein nor shall it in any way affect the validity of this Contract or any part hereof, or waive the right of CSCR to thereafter enforce each and every provision therein.

### **VII. Rights of CSCR**

CSCR, or any Federal, State or local agency to which CSCR has responsibility and accountability for funds provided under this Contract shall have the right to visit any site, interview any beneficiary, and observe any action covered by the Contract.

## **VIII. Obligations of CSCR**

CSCR, through duly authorized representatives, shall have the obligation to:

1. Make available for review by the Sub-Recipient/Contractor each and every act, regulation, rule, law and plan that is specifically named and incorporated into this Contract.
2. Notify the Sub-Recipient/Contractor of any changes in such act, regulation, rule, law and plan that is specifically named and incorporated in this Contract which may affect the Sub-Recipient/Contractor's performance under the terms and conditions to this Contract.

## **IX. Catalogue of Federal Domestic Assistance (CFDA) numbers**

CFDA numbers for funding received by CSCR are: 10.561, 17.207, 17.258, 17.259, 17.278, 93.558.

## **X. Records Retention and Maintenance**

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the contract, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

The Sub-Recipient/Contractor agrees:

- I. To maintain financial, participant, statistical, audit and property records and documents pertaining to services provided and the characteristics of applicants, beneficiaries and participants of programs funded by this Contract as will enable it to properly comply with all reporting requirements of CSCR. Such records and documents shall be retained and kept available for audit purposes for five (5) years or until an approved audit of both CSCR and the Sub-Recipient/Contractor is completed, or until all litigation, claims or audit findings involving the records have been resolved, whichever occurs later. Such retention period starts from the date of CSCR approval of the Sub-Recipient/Contractor's closeout. Should the Sub-Recipient/Contractor be unable to maintain the records, such records shall be transmitted to CSCR in acceptable condition for storage.
- II. To permit CSCR, the US Secretary of Labor, the Inspector General of the US Department of Labor, the US Comptroller General, or their designated representatives to have access and the authority to audit, examine, and make excerpts, copies or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by this Contract during regular business hours and at reasonable locations, including the Sub-Recipient/Contractor's office or any other site at which the Sub-Recipient/Contractor may operate, maintain offices, or keep books and records.
- III. That if books and records used by the Sub-Recipient/Contractor, as determined in monitoring or audit reports in accounting for expenses incurred under this Contract, do not meet the minimum standards of accepted accounting practices and records management of CSCR, CSCR reserves the right to withhold any or all of its funding to the Sub-Recipient/Contractor

- until such time as standards are met. CSCR may withhold payments due under a later agreement to offset disallowed costs identified under an earlier agreement.
- IV. That the Sub-Recipient/Contractor may be required to use different administrative or accounting procedures for the planning, controlling, monitoring and reporting of all fiscal and participant matters relating to this Contract.
  - V. That all direct and indirect costs shall be charged in accordance with CFR 200 or subsequent guidance.
  - VI. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CSCR's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CSCR and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
  - VII. Government organizations and non-profits are required to be audited in accordance with CFR 200 or subsequent guidance. Commercial organizations (for-profit) receiving more than \$750,000 in total federal funds for the fiscal year must have either a program specific independent financial and compliance audit in accordance with generally accepted government auditing standards or an organization-wide audit that includes coverage of the federal funds within its scope. Non-federal entities other than commercial organizations that expend less than \$750,000 in total federal funds are exempt from federal audit requirements.
  - VIII. That the Sub-Recipient/Contractor will repay CSCR amounts found not to have been expended in accordance with the Contract or disallowed in the final resolution of the audit report. The Sub-Recipient/Contractor shall repay such amounts from funds other than funds received under the Contract. CSCR may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.
  - IX. The Sub-recipient/Contractor will adhere to the guidance for Commercial Organizations set forth in 48 CFR Part 31 if they are a for profit organization.

#### **XI. Submission of Audits**

All audits must be submitted in compliance with (2 CFR § 200.512 Report submission. (a) General. (1) **The audit must be completed, and must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day**). Failure to submit audits within the above timeframe shall relieve CSCR of financial liability.

#### **XII. Submission of Invoices**

Failure to submit invoices within thirty (30) days of the activity shall relieve CSCR of financial liability.

#### **XIII. Other Invoices/ Payments**

Documentation to support payments made by CSCR shall be submitted along with request for payment in a timely manner. Such documentation shall be recorded in accordance with the applicable Policy and Procedure.

#### **XIV. Liability for Damages and Disallowed Costs**

Notwithstanding any terms or conditions of this Contract to the contrary, neither party shall be relieved of liability to the other party for damages sustained by the other party by virtue of any breach of Contract

by the other party, or for any disallowed cost; and either party shall have the right to demand of the other party, within a period of time specified by the offended party, the return of any Contract funds used for such disallowed costs, and the Sub-Recipient/Contractor agrees to comply with such demand.

Indemnification and hold harmless clause. Each party will indemnify or hold harmless the other party with respect to damages in connection with bodily injury, illness or any other damage or loss, notwithstanding any term or condition of this Contract to the contrary, either party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Contract by the other party.

#### **XV. Applicability of Federal, State and Local Laws**

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

#### **XVI. Hold Harmless**

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CSCR. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.

#### **XVII. General Terms**

The Sub-Recipient/Contractor understands and agrees that oral communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Contract.

Refunds or credits from training institutions or other vendors for costs that have been paid by CSCR shall:

- A. Be returned to CSCR within ten (10) days of the Sub-Recipient/Contractor's receipt; or
- B. The next cost reimbursement request from the vendor may be reduced by the refund amount.
- C. The Sub-Recipient/Contractor will adhere to and comply with CSCR's Complaint and Grievance procedures that have been approved by the State of Florida.
- D. In the administration of this Contract, the Sub-Recipient/Contractor shall comply with the Standards of Conduct issued in the Florida Statutes Sections 112.313 (Standards of Conduct for Public Officers and Employees of Agencies) and 104.31 (Political Activities of State, County, and Municipal Officers and Employees), as applicable.
- E. In the administration of this Contract, every reasonable course of action will be taken by the Sub-Recipient/Contractor in order to maintain the integrity of the expenditure of public funds.
- F. CSCR reserves the right to impose financial penalties for non-compliance with the terms and conditions of this contract.

## **Attachment C - SPECIAL TERMS AND CONDITIONS**

### **I. Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and Benefits**

The Sub-Recipient/Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any pro-gram or activity funded in whole or in part with funds made available under this Contract.

### **II. Civil Rights Certification**

The Sub-Recipient/Contractor gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The Sub-Recipient/Contractor assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.
- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

### **III. Equal Employment Opportunity**

The Sub-Recipient/Contractor will not discriminate against any employee including WIOA, SNAP or WTP/TANF participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not

be limited to the following: upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

The Sub-Recipient/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Sub-Recipient/Contractor, its successors, transfer-ees, and assignees for the period during which such assistance is provided. The Sub-Recipient/Contractor further assures that all Sub-Recipient/Contractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In addition, there shall be no discrimination against individuals who are participants in activities supported by funds provided under this Contract.

#### **IV. Transparency Act Requirements**

The Sub-Recipient/Contractor must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

The following types of awards are not subject to the Federal Funding Accountability & Transparency Act:

- A. Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- B. Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
- C. Federal awards, if the required reporting would disclose classified information.

#### **V. Sub-Recipient/Contractor Supervision**

Services and activities provided under this Contract shall be administered by or under the supervision of the Sub-Recipient/Contractor.

#### **VI. Fraud and Program Abuse**

The Sub-Recipient/Contractor shall ensure the integrity of the programs by maintaining sufficient, auditable, and otherwise adequate records that support the expenditure of all funds under the Contract.

The submittal of false information may be considered as fraud and could result in the immediate termination of the Contract and/or prosecution. The Sub-Recipient/Contractor is liable for the repayment of funds that were paid by CSCR for reported performance or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended. Resolution should occur within thirty (30) days.

#### **VII. Theft or Embezzlement from Employment and Training Funds**

The Sub-Recipient/Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

#### **VIII. Health and Safety**



The Sub-Recipient/Contractor for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

#### **IX. Further Assurance**

The Sub-Recipient/Contractor assures that it, and its Sub-Recipient/Contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

#### **X. Complaints and Grievances**

The Sub-Recipient/Contractor will adhere to the Complaint and Grievance Procedures outlined in CSCR's policies.

#### **XI. General Description of Workforce Delivery System**

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as Workforce Partners) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System will provide access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations, CSCR and its Partners will strive to simplify and expand access to services for career seekers and employers.

As providers in the Workforce System, all Sub-Recipient/Contractors will be required to provide services through this system.

#### **XII. Compliance with Acts relating to Work And Safety**

The Sub-Recipient/Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

#### **XIII. Safeguarding Data Including Personally Identifiable Information (PII)**

The Sub-Recipient/Contractor must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written

approval of CSCR or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The Sub-Recipient/Contractor agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information: To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The Sub-Recipient/Contractor must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The Sub-Recipient/Contractor must maintain such PII in accordance with the ETA standards for information security described in this TEGL and any updates to such standards provided to the Sub-Recipient/Contractor by ETA. The Sub-Recipient/Contractor who wish to obtain more information on data security should contact their Federal Project Officer.
- B. The Sub-Recipient/Contractor shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.
- C. The Sub-Recipient/Contractor further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using Sub-Recipient/Contractor issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-Sub-Recipient/Contractor managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.
- D. Sub-Recipient/Contractor employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. The Sub-Recipient/Contractor must have their policies and procedures in place under which Sub-Recipient/Contractor employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
- F. The Sub-Recipient/Contractor must not extract information from data supplied by ETA for any purpose not stated in the grant agreement.
- G. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- H. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records

by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.

- I. PII data obtained by the Sub-Recipient/Contractor through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.
- J. The Sub-Recipient/Contractor must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the Sub-Recipient/Contractor is complying with the confidentiality requirements described above. In accordance with this responsibility, the Sub-Recipient/Contractor must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
- K. The Sub-Recipient/Contractor must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Sub-Recipient/Contractor agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

#### **XIV. Byrd Anti-Lobbying Amendment (31 U.S.C.1352)**

Contractors who apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient.

#### **XV. E-VERIFY**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January

*This bid solicitation is fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$6,709,058.*

## Attachment D – Budget Summary

Budget Line Items	Direct Costs	Non-Direct Costs	Total Annual Budget
1. Salaries			
2. Fringe Benefits			
a) FICA, SS			
b) FICA, Med			
c) Health Insurance			
d) Dental Insurance			
Life Ins/Std/ Ltd			
a. 401K			
b. 401K Admin			
c. Unemployment State			
d. Unemployment Federal			
e. Workers Compensation			
3. Office Supplies			
4. Staff Travel, in region			
5. Staff Travel, out of region			
6. Staff training			
7. Advertisement/Recruitment			
8. Overhead, Allocated, Indirect Costs & Profit			
9. Other			
Grand Total			
Percentage of Grand Total			100%



## Attachment E - Contractual Performance Goals

Measures	PY 2020 – 2021 Performance Goals	PY 2021 – 2022 Performance Goals
<b>Customer Experience:</b>		
Customer Experience Rating (Net Promoter)	50%	50%
<b>Placement (Staff Entered):</b>		
Overall Placement	2,500	2,500
<b>Monitoring (Error Rate):</b>		
Board Quality Assurance Review	6% or less	4% or less
<b>Case Management (Engagement Rate):</b>		
For WIOA Adults & Dislocated Workers	95%	95%
For WIOA Youth	95%	95%
<b>Performance Bonus Measures:</b>		
Adult Entered Employment Rate	85%	85%
Dislocated Worker Entered Employment Rate	65%	65%
Adult Credential Rate	85%	85%
Dislocated Worker Credential Rate	65%	65%
Youth Placement in Employment/Education Rate	67%	67%
Youth Credential Rate	77%	77%
Welfare Transition Participation Rate	50%	50%
Welfare Entered Employment Outcome Rate	32%	32%
Adult/Dislocated Worker Training Employment Rate	N/A	80%
Work Experience Employment Rate	N/A	50%
<b>Performance Bonus Measures: (Tracking Purposes Only)</b>		
Adult Wage Rate	N/A	80%

## Attachment F – WIOA Indicators of Performance Goals - CSCR

Measures	PY 2019 Performance	PY 2020 Performance Goals	PY 2021 Performance Goals
<b>Adults:</b>			
Employed 2nd Qtr. After Exit	86.3%	86.0%	88.0%
Employed 4th Qtr. After Exit	82.1%	84.0%	86.0%
Median Wage 2nd Quarter After Exit	\$6, 513	\$7,000	\$7,200
Credential Attainment Rate	90.0%	85.0%	85.0%
Measurable Skill Gains	Not Applicable	55.0%	55.0%
<b>Dislocated Workers:</b>			
Employed 2nd Qtr. After Exit	100.0%	90.2%	92.0%
Employed 4th Qtr. After Exit	88.9%	82.0%	84.0%
Median Wage 2nd Quarter After Exit	\$6, 646	\$7,000	\$7,100
Credential Attainment Rate	100.0%	83.2%	83.2%
Measurable Skill Gains	Not Applicable	50.0%	50.0%
<b>Youth:</b>			
Education and Employed 2nd Qtr.	72.6%	76.0%	79.5%
Education and Employed 4th Qtr.	62.0%	71.0%	74.0%
Median Wage 2nd Quarter After Exit	Not Applicable	\$3,050	\$3,200
Credential Attainment Rate	47.1%	76.5%	76.5%
Measurable Skill Gains	Not Applicable	45.5%	46.5%
<b>Wagner-Peyser:</b>			
Employed 2nd Qtr. After Exit	70.6%	72.0%	74.0%
Employed 4th Qtr. After Exit	69.5%	71.0%	73.0%
Median Wage 2nd Quarter After Exit	\$4, 765	\$5,000	\$5,100

\*Note: Federal performance negotiations has not occurred for PY 2022-2023.