



REQUEST FOR PROPOSAL

ONE-STOP OPERATOR

RFP # 2022-03

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

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 one-stop operator services focused on providing comprehensive solutions for career seekers.

Organization(s) selected through this Request for Proposal (RFP) will coordinate with CSCR staff and regional partners 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.

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 1, 2022. Note: the option to renew is not guaranteed and the award of the initial contract does not imply an exercise of the option to renew.

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 by CSCR. 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.

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
February 28, 2022	n/a	RFP issued by CareerSource Capital Region
March 10, 2022	4:00 p.m.	Deadline for questions/requests for clarification
March 14, 2022	n/a	Answers to questions posted at www.careersourcecapitalregion.com
March 15, 2022	4:00 p.m.	Deadline for Letter of Intent to Propose
March 31, 2022	4:00 p.m.	Deadline for Proposal submittal
April 13, 2022	Noon	Board of Directors' approval
May 1, 2022	n/a	The target date for contract execution
July 1, 2022	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

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. Scope of Services

The basic role of the One-Stop Operator is to coordinate the service delivery of participating one-stop partners and service delivery providers in addition to ensuring the comprehensive Career Centers meet credentialing requirements. Note: This One-Stop Operator is expected to work full time onsite at the career centers. To that end, the following services must be completed by the selected provider:

- a. Establish and maintain relationships with all WIOA mandated one-stop partners as well as other partners that support the mission, vision and values of CareerSource Capital Region.
 - i. Provide presentations to community organizations (at request) on CSCR solutions for career seekers as well as businesses. The goal is to increase (1) the number of organizations that partner with CSCR (2) the talent pool and (3) the number of businesses being served.
 - ii. Create, maintain and publish an up-to-date list of partners and the agreed upon service offering and referral processes. Coordinate with CSCR leadership to publish on organization's website.
 - iii. Create and manage a routine schedule of presentations to educate partners, potential partners and internal staff on the services provided by CSCR as well as the other one-stop partners' organizations.
 - iv. Ensure Career Center partners and their customers follow the general policies of the Career Center.
 - v. Coordinate and schedule quarterly meetings with one-stop partners to:
 1. Discuss ways to reach common goals (i.e. performance, financial, customer satisfaction, and referral goals).
 2. Leverage resources across partner organizations for the greater good of those served, in particular, those with barriers to employment (i.e. individuals with disabilities, returning citizens, older workers) and may require long-term services towards gaining employment.
 3. Discuss programmatic and financial issues faced by the partners as well as any misunderstandings/myths that may exist between participating partners (troubleshooting of issues).
 4. Serve as initial contact for formal partner complaints against another partner (including CSCR), make recommendations for complaint resolution and work with the Board's Complaint Manager for documentation of and recommendation approvals.
 5. Discuss and implement solutions for improving and maintaining an effective and successful one-stop system.
 6. Discuss opportunities and implement solutions for collaboration on potential grant opportunities that serve the core mission of the one-stop system and partner organizations.
 7. Share details on flagship programs, events, and initiatives.
- b. Assist CSCR with ensuring that Memoranda of Understanding with all one-stop partners are

executed, contains the appropriate clauses, supports the goals of WIOA and CSCR, provides the desired performance outcomes, are adhered to by all parties, as well as tracking completion, updates and expiration of agreements. To perform this task, the selected provider will be required to:

- i. Work with CSCR leadership to determine which partners are core partners as well as other community-based organizations that share a mutual customer base in order to leverage resources.
 - ii. Gather contact information for partners and determine services that will be provided that support the one-stop system.
 - iii. Maintain up-to-date contact information, description of services provided, and provide an innovative solution to track said information.
 - iv. Determine and implement a referral method across partner organizations, with a tracking dashboard to monitor the effectiveness of the MOUs and the referral system.
 - v. Using the information gathered, clearly describe each partner's role and responsibilities to the one-stop system including financial contributions to support the career center.
 - vi. Provide functional supervision of all Career Center required services, including all services provided by entities that have voluntarily entered into Memorandums of Understanding (in accordance with WIOA).
 - vii. Support CSCR's Affiliate Site Partnership initiatives including, but not limited to, the transportation disadvantaged in Gadsden, Leon and Wakulla Counties. As a part of supporting the initiative, the selected provider will be responsible for recruitment, management and certification of affiliate sites. At least annually each affiliate site must be certified to retain its affiliate status.
- c. Manage, track and oversee a career seeker customer experience program to allow for informed business decision making by the CSCR Board of Directors and senior leadership.
- i. Recommend customer experience tools, delivery systems and procedures for consideration by CSCR senior leadership.
 - ii. Provide monthly reports on the results/responses from the approved customer experience tools sorted by career center, staff, and program.
 - iii. Review customer comments, identifying trend data that allows for continuous improvement; making recommendations to CSCR senior leadership for service delivery process changes that address unfavorable customer experiences/comments.
 - iv. Increase career seeker experience by developing flows and processes that are driven by feedback from both businesses and career seekers.
 - v. Serve as initial contact for career seeker complaints, make recommendations for complaint resolution and work with the Board's Complaint Manager for documentation of and recommendation approvals.
 - vi. Provide monthly customer comments (quotes) for use by CSCR for marketing

purposes.

- d. Recommend methods of continuous improvement to CSCR's senior leadership.
 - i. Research and educate CSCR's senior leadership on innovative methods and best practices for service delivery. Areas of service delivery can include but are not limited to technological tools for delivery of services, file maintenance, customer engagement/experience, customer/staff training, and assistive technology.
 - ii. Promote adoption of creative and innovative methods and best practices in the delivery of required services.
- e. Provide quarterly reports and/or presentations to CSCR's Board of Directors and select committees. In addition, attend board committee meetings (at request) to provide data/intel, feedback, advise on certain issues of interest to the Board and/or to understand the strategic direction and vision for CSCR.
- f. Assume a leadership role in the development of One-Stop certification applications which includes, but is not limited to, ensuring all required posters are displayed prominently, that the facilities meet all ADA requirements, an accessible workforce lab is available to all career seekers and all other State requirements, including but not limited to state and locally mandated staff training requirements are met. In addition to accessibility, ensuring that the career centers are presentable and offer a welcoming, clean, and safe environment for all.
- g. Coordinate with CSCR for public relations and marketing purposes to promote the services of CSCR One-Stop Centers and affiliate sites, including materials for outreach, traditional and social media as well as the public notices of meetings, as required.
- h. Ensure non-discrimination in that career seekers have an equal opportunity to access programs and services administered by CSCR. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, pregnancy, sex (including stereotyping, transgender status, gender identity, sexual orientation), national origin, age, disability, marital status, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, participation in any WIOA Title I financially assisted program or activity, or any other characteristic protected by Federal, State or local law.
- i. Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with training service providers or other service providers, including but not limited to, career services providers.
- j. In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to

employment who may require longer-term services, such as intensive employment, training, and education services.

- k. Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

V. Narrative Questions and Responses (Limit 10 pages)

Respondents are advised to review all parts of this RFP to provide context for the following narrative questions. In addition to the questions noted below, responses should clearly define how the respondent plans to successfully provide the services noted in the Scope of Services section above. Please include the question before each of your responses.

- a. Describe in detail what integrated service delivery means to you/your organization. How will you interact with workforce development partners to ensure customers have a seamless and supportive experience engaging with CSCR?
- b. Describe strategies and ideas you will help develop, promote and initiate to improve access to services at CSCR.
- c. How will you champion and help to infuse equity and inclusion into CSCR practices and culture?
- d. Briefly summarize your knowledge, experience and professional network in the CSCR service area. What is your proposed plan to leverage these networks to improve CSCR's services and outcomes?
- e. Please describe how you will demonstrate neutrality in your role when working with required partners and community-based organizations to achieve goals and/or performance.
- f. Share your history of success in developing sustainable partnerships, processes and resources and describe how you will apply your acquired knowledge and experience to create the same for CSCR.
- g. Describe your experience and demonstrated success as a leader in facilitating partnerships, both generally and in the specific areas listed below.
 - a. Keeping partners actively engaged
 - b. Maintaining awareness of and respect for partners' varying needs and goals
 - c. Holding partners accountable to commitments and shared agreements
 - d. Proactive mediation and conflict mitigation or resolution
 - e. Avoiding conflicts of interest and maintaining neutrality
- h. Describe your demonstrated ability and knowledge in the following areas, clearly articulating years and depth of experience, specific approach, measurable outcomes, notable achievements, and any relevant credentials.
 - a. Improving customer experience
 - b. Expanding services to new groups (e.g., geographic, virtual services, reducing barriers)
 - c. Providing and/or coordinating training and presentations
 - d. Collaboratively developing customer policies, procedures, and processes
 - e. Compliance monitoring and continuous quality improvement
- i. Please explain how you will integrate our leadership structure with your organization's chain of command and decision-making to ensure efficiency, responsiveness, and respect for the local authority and expertise of partners.
- j. Describe your experience with public relations and marketing, in specific media spots, on-camera interviews, presentations at conferences/summits, use of social media, etc. Responses should include the years and depth of experience, notable achievements and any relevant credentials.

VI. One-Stop Operator System Performance (Limit 2 pages)

CSCR intends to evaluate the One-Stop Operator based on performance outcomes and outputs. CSCR will finalize specific performance indicators for the One-Stop Operator and in conjunction with what is proposed by the respondent during the contract negotiations period. Some examples of output indicators may include:

- Development and measurement of system metrics for the One-Stop partners;
- Maintaining an agreed upon customer experience rating;
- Number of multi-partner professional development activities;
- Execution of MOU and/or MOA;
- Engagement of new partners measured by new MOUs;
- Increased number of Affiliate Site Partnerships;
- Increased referrals and co-enrollments among required partners;
- Number of partner meetings with and documentation of outcomes from meetings;
- Increased amount or opportunities for leveraged resources amongst required partners;
- Development of mechanisms for tracking partner usage of the One-Stop System and outcomes; and/or
- Assisting CSCR in ensuring One-Stop Certification is achieved.

CSCR strongly encourages respondents to propose indicators believed to be appropriate measures for determining system progress and effectiveness among partners and providers of the local one-stop system.

VII. 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 31st, 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 Services.

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. Proposals must be delivered and postmarked 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 Board of Directors' decision was made
- 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. 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 **a)** to facilitate compliance with the legislation, regulations and policy directives, **b)** to manage funding, and **c)** to meet the needs of the customers.
- Must be operational on July 1st, 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 \$100,000 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).

J. 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.

K. Program Evaluation

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

L. 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 of 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 records, 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 expressed 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. Submission of Invoices

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

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-program 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 40 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 D – Position Detail

Position / Job Title	# Staff	Annual Salary	% Charged to this Proposal	Amount Charged to Direct Costs	Amount Charged to Indirect	Total
Total						

Note: This page may be duplicated if more space is needed.

Attachment E - Contractual Performance Goals

Measures	PY 2020 – 2021 Performance Goals	PY 2021 – 2022 Performance Goals
Customer Experience:		
Customer Experience Rating (Net Promoter)	50%	50%
Placement (Staff Entered):		
Overall Placement	2,500	2,500
Monitoring (Error Rate):		
Board Quality Assurance Review	6% or less	4% or less
Case Management (Engagement Rate):		
For WIOA Adults & Dislocated Workers	95%	95%
For WIOA Youth	95%	95%
Performance Bonus Measures:		
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%

Performance Bonus Measures: (Tracking Purposes Only)		
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
Adults:			
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%
Dislocated Workers:			
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%
Youth:			
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%
Wagner-Peyser:			
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.