

RFP #2023-01:

REQUEST FOR PROPOSALS

TO PROVIDE ONE-STOP OPERATOR SERVICES

AND

EDUCATION AND INDUSTRY CONSORTIUM MANAGEMENT SERVICES

FOR THE PERIOD

JULY 1, 2024 THROUGH JUNE 30, 2025

RFP ISSUED: January 12, 2024

PROPOSAL DEADLINE: 5:00 PM (EST), February 16, 2024 5:00 PM

CONTACT PERSON: Christina Witt, Organizational Support Director, cwitt@careersourcesc.com

CAREERSOURCE SUNCOAST 3660 N. WASHINGTON BLVD. SARASOTA, FLORIDA 34234 941-358-4200

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CareerSource Suncoast (CSS) RFP 2023-01 for One-Stop Operator Services and Education and Industry Consortium Services

| TABLE OF CONTENTS | <u>Page</u> |
|--|-------------|
| Part I: Background Information | 3 |
| Part II: General Overview of RFP | 6 |
| Part III: Timetable / Schedule of Events | 9 |
| Part IV: Scope of Work / Specifications for Services | 10 |
| Part V: Proposal Instructions and Review Criteria | 15 |
| Part VI: Selection Process | 18 |
| Part VII: Attachments | 21 |

PART I: BACKGROUND INFORMATION

A. BACKGROUND OF CAREERSOURCE SUNCOAST

Suncoast Workforce Board, Inc., doing business as CareerSource Suncoast, is a 501(c)(3) Florida non-profit corporation. The mission of CareerSource Suncoast is to identify and invest in workforce development solutions to meet the needs of Manatee and Sarasota Counties.

CareerSource Suncoast (herein referred to as CSS or the Board) is governed by a board of directors, comprised of volunteers from both Manatee and Sarasota counties, with representatives of private sector businesses, economic development organizations, educational entities, organized labor, community-based organizations, veterans, juvenile justice, individuals with disabilities, and state and local government agencies.

CSS is designated by the Manatee and Sarasota Boards of County Commissioners as the Administrative Entity and Fiscal Agent for local workforce development programs. Joint oversight is provided through an agreement with the Board of County Commissioners from both Manatee and Sarasota counties.

As the Local Workforce Development Board (LWDB), CSS provides policy, guidance, and oversight for workforce development programs in Manatee and Sarasota counties, Local Workforce Development Area 18 (LWDA 18). As a recipient of funding allocations from a variety of employment, training, and educational program sources, the Board must assure the provision of high-quality services for employers and residents in Manatee and Sarasota counties.

At the time of this RFP, CSS has one (1) full-service career center:

1. 3660 N Washington Blvd., Sarasota FL 34234

Three satellite Career Centers:

- 1. Early Learning Coalition- 600 8th Ave. West, Palmetto, Fl. 34221
- 2. Manatee Technical College- 6305 State Road 70 East, Bradenton, Fl. 34203
- 3. Suncoast Technical College, 4748 Beneva Rd. Sarasota, Fl. 34233 (Closed for the month of July)

CSS Administrative Offices are located at: 3660 N. Washington Blvd., Sarasota, Fl. 34234.

B. BACKGROUND OF FEDERAL LEGISLATION

The bipartisan Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128), signed by President Obama on July 22, 2014, created a new vision for how America prepares an educated and skilled workforce that expands opportunity for workers and employers. WIOA represents the most significant reform to our public workforce development system in nearly twenty (20) years; WIOA supersedes the Workforce

Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner Peyser Act, and the Rehabilitation Act of 1973.

WIOA builds closer ties between business leaders, State and Local Workforce Development Boards, labor unions, community colleges, non-profit organizations, youth-serving organizations, and State and local officials to improve coordination between and among agencies and partners throughout the one-stop service delivery system, branded nationally as the American Job Center network.

The Training and Employment Guidance Letter (TEGL) #16-16 dated 01/18/2017 provides general guidance for the implementation of operational requirements under WIOA pertaining to the one-stop delivery system.

The Training and Employment Guidance Letter (TEGL) #15-16 dated 01/17/2017 provides information on the requirements to designate or certify one-stop operators through a competitive process as set forth in sec. 121(d)(2)(A) of the Workforce Innovation and Opportunity Act (WIOA). WIOA and its implementing regulations require Local Workforce Development Boards (Local WDBs) to use a competitive process for the selection of a one-stop operator for the system, and to support continuous improvement through the evaluation of one-stop operator performance and the recompetition of operators every four years.

The WIOA Joint Final Rule requires Local WDBs to use a competitive process based the principles of competitive procurement in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at <u>2</u> <u>CFR part 200</u>, including the Department of Labor (Department) specific requirements at <u>2 CFR part 2900</u>, which may be found at <u>http://www.ecfr.gov</u>. Entities selected and serving as one-stop operators are subrecipients of a federal award and thus are required to follow the Uniform Guidance.

C. BACKGROUND OF STATE LEGISLATION

Signed into law May 15, 2023, <u>Senate Bill 240</u>, an act relating to education, amended section <u>445.007(15)</u>, <u>Florida Statutes</u>, requiring each local workforce development board to create an education and industry consortium composed of representatives of educational entities and businesses in the designated service delivery area.

CareerSource Florida surveyed local workforce development boards and education institutions to determine what ongoing activities existed and obtain information and recommendations from local education and industry stakeholders about the availability of education, employment, and training opportunities available to businesses and job seekers in local workforce development areas.

A workgroup was convened to develop a collaborative strategic policy that meets statutory requirements of Senate Bill 240 and aligns all relevant federal, state, and local laws and policies. The goal for these consortia is for the local workforce development

board to obtain local community-based information related to educational programs and industry needs and provide that information to local workforce development boards to inform programs, services, and partnerships in the service delivery area. This approach ensures local workforce development boards are informed about the current workforce and talent needs of their targeted industries and existing educational and training offerings. This approach also affords businesses the opportunity to closely collaborate with workforce and education stakeholders to eliminate barriers and identify innovative talent pipeline opportunities like work-based learning experiences, internships, preapprenticeship, registered apprenticeship, on-the-job training, customized training, Incumbent Worker Training, and other training opportunities.

D. ADDITIONAL INFORMATION

Additional information on CSS, workforce development, legislation and programming can be found from the following sources:

- Florida Commerce http://www.floridajobs.org/
- CareerSource Florida <u>http://careersourceflorida.com/</u>
- CareerSource Suncoast <u>https://careersourcesuncoast.com/</u>
- U.S. Department of Labor Employment and Training Administration -<u>https://www.doleta.gov/WIOA/</u>
- Training and Employment Guidance Letters (TEGLs) <u>https://wdr.doleta.gov/directives/</u>
- Uniform Guidance, 2 CFR, Part 200 <u>Uniform Administrative Requirements, Cost</u> <u>Principles, and Audit Requirements for Federal Awards</u>

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A. OVERVIEW OF SERVICES SOLICITED UNDER THIS RFP

Suncoast Workforce Board Inc., doing business as CareerSource Suncoast (herein referred to as CSS or the Board), is issuing this Request for Proposals (RFP) to solicit one-stop operator services and Educational and Industry Consortiums (EIC) management from interested organizations or entities that are capable of carrying out the duties of the one-stop operator **as described in the** <u>Workforce Innovation and</u> <u>Opportunity Act (WIOA)</u> and management of the EIC in accordance with <u>CareerSource Florida strategic Policy – Education and Industry Consortiums.</u>

One-stop operator(s) selected under the competitive process must be in place and servicing the one-stop center(s) no later than July 1, 2024.

The one-stop operator must be selected through a competitive process at least once every 4 years; a competitive selection process may be implemented more than once every 4 years.

This Request for Proposals (RFP) is being used as the method of solicitation to assure the greatest degree of open competition and to achieve the best technical proposals and services at the lowest possible cost. Vendors that qualify as a minority-owned, women-owned, or veteran-owned enterprise are encouraged to submit proposals and to identify themselves as such; any vendor or firm wishing to be considered as such must provide evidence of certified status.

Public notice of this RFP has been posted under the <u>Public Notices - CareerSource</u> <u>Suncoast</u> section of the CSS website.

B. CONTRACTOR RESPONSIBILITIES AND RESTRICTIONS

CSS holds its contractors entirely responsible and accountable for effective and efficient delivery of the services described in this RFP. Contractors may not subcontract without prior written approval of CSS, and in no case may subcontracting of all (100%) services be permitted.

C. FUNDING PERIOD / PERIOD OF PERFORMANCE

The initial contract period will be July 1, 2024 through June 30, 2025. CSS shall have the option, in its sole and absolute discretion, to negotiate annual contracts for three (3) additional years to end June 30, 2028, provided quality services are delivered and funding is available.

D. GOVERNING AUTHORITY

Acceptable proposals will meet the specifications contained in this RFP, which are consistent with the requirements under the Workforce Innovation and Opportunity Act (WIOA). It is incumbent upon respondents to familiarize themselves with the laws, rules and regulations related to workforce services to be reviewed under this solicitation.

E. FUNDING AVAILABILITY

This RFP is fully supported by the U.S. Department of Labor, Health and Human Services, and Agriculture as part of awards to CareerSource Southwest Florida totaling \$8,334,749 for the most recent Fiscal Year. This contract shall be in a total amount not-to-exceed \$35,000 per year. The method of payments will be monthly, paid at an hourly rate, therefore a line-item budget and budget narrative will not be requested. Only the "total" funds need be included in the proposal. The One-Stop Operator will be responsible for all costs associated with travel, liability insurance, supplies, and telephones, and will submit invoices monthly for total hours worked and hourly rate.

CSS has approved an amount not to exceed \$35,000 per year in funds for the One-Stop Operator contract for the services requested in this RFP. This contract will be funded 100% with federal funds. The proposer is responsible for proposing a reasonable and fair cost for services. CSS reserves the right to negotiate amounts based on proposals received.

CSS is funded by federal grants, which are subject to ongoing appropriation and actual funding. Due to the nature of the funding source, potential changes in legislation and policies, proposers are advised that any contract awarded under this RFP may be modified to incorporate such changes.

As indicated in policy, all contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Entities selected and serving as one-stop operators are subrecipients of a federal award and thus are required to follow the Uniform Guidance. Additional clarification is provided in the Training and Employment Guidance Letter (TEGL) #15-16 as found at https://wdr.doleta.gov/directives/attach/TEGL/TEGL_15-16 Acc.pdf

F. WHO CAN SUBMIT A PROPOSAL?

As described in WIOA Section 121, one-stop operators must be an entity (public, private, or nonprofit) or a consortium of entities that, at a minimum, includes three or more of the required one-stop partners [described in WIOA Section 121(b)(1)] of demonstrated effectiveness, located in the Local Area.

Such entities may include:

- 1) an institution of higher education;
- 2) an employment service State agency established under the Wagner-Peyser Act;
- 3) a community-based organization, nonprofit organization, or intermediary;
- 4) a private for-profit entity;
- 5) a government agency;
- 6) another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

In addition, CSS requires that entities must be properly organized in accordance with State and Federal law and in business for <u>at least three (3)</u> years and be licensed to conduct business in the State of Florida.

No person, affiliate, or entity may submit a response or be awarded under contract if:

- placed on the convicted vendor list following a conviction for a public entity crime, for a period of 36 months from the date of being placed on the convicted vendor list;
- has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency;
- the respondent to the request for proposal must not be on the State of Florida's discriminatory vendor list;
- has not 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, programs, or services;
- previous contract(s) with the CSS have been terminated for cause.
- able to provide authorization for a criminal background check and pass background check prior to executing the contract.

G. OPEN COMPETITION

This Request for Proposals (RFP) is being used as the method of solicitation to assure the greatest degree of open competition and to achieve the best technical proposals and services at the lowest possible cost from qualified entities capable of carrying out the duties of the one-stop operator as described in the Workforce Innovation and Opportunity Act (WIOA). Public notice of this RFP has been published under the Public Notice section of the CSS website <u>https://careersourcesuncoast.com/info/public-notice/</u>

H. QUESTIONS

Respondents shall address all questions regarding this solicitation to Robin Dawson, the Chief Financial & Administrative Officer. Questions must be submitted in writing via email (with Subject: RFP OS Operator Questions) to: cwitt@careersourcesc.com

Respondents shall not contact any other employee for information with respect to this solicitation or CSS board member. CSS shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by CSS contracting personnel.

Questions must be received no later than the time and date reflected on the Timetable of Events. All questions submitted shall be published and answered in a manner that all respondents will be able to view in accordance with the Timetable of Events. Each respondent is responsible for monitoring the <u>Public Notice</u> section of the CSS website.

PART III: TIMETABLE / SCHEDULE OF EVENTS

Listed below is the schedule of events identifying important actions and dates/times by which the actions must be taken or completed. If CSS finds it necessary to make any changes, it will be accomplished by addendum and posted under the Public Notice section of the CSS website <u>https://careersourcesuncoast.com/info/public-notice/</u>

Any person requiring special accommodation because of a disability should contact Christina Witt, Organizational Support Director, at <u>cwitt@careersourcesc.com</u> at least five (5) workdays prior to event.

Time is stated in terms of local time (EST) in Bradenton, Florida.

| PROCUREMENT ACTIVITY | DATE AND TIME |
|---------------------------------------|-------------------------|
| RFP Issued and Posted | January 12, 2024 |
| Deadline for Submitting Questions | 5 PM, January 26, 2024 |
| PROPOSAL SUBMISSION DEADLINE | 5 PM, February 16, 2024 |
| RFP Review Committee Meeting | by Mach 4, 2024 |
| CSS Board Meeting - Contract Approval | 8 AM, March 28, 2024 |
| Contract Negotiations Begin | April 5, 2024 |
| Provision of Services Begin | July 1, 2024 |

Proposals must be received by email to: <u>cwitt@careersourcesc.com</u>, Subject Line: RFP OS Operator

Proposals must be signed either manually and scanned or electronically by an official authorized to represent and bind the proposer.

*The RFP Review Committee Meeting and the Board Meeting are open to the public and meeting info will be posted on the CSS website <u>Agendas and Minutes -</u> <u>CareerSource Suncoast</u> with a link to additional meeting details posted on the CSS Events <u>Calendar - CareerSource Suncoast</u>.

PART IV: SCOPE OF WORK / SPECIFICATIONS FOR SERVICES

Each respondent shall be responsible for any and all services required under this solicitation. The respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected respondent because of lack of knowledge of conditions or requirements and the selected respondent will not be relieved of any liabilities or obligations.

A. SCOPE OF WORK FOR ONE-STOP OPERATOR SERVICES

For the purpose of this RFP, the role of a one-stop operator (OSO) is to coordinate the service delivery of participating partners (including but not limited to the required one-stop partners and additional partners) and service providers in a manner consistent with <u>WIOA</u>. Detailed requirements are articulated below.

1. Memorandums of Understanding (MOUs) and Infrastructure Funding Agreements

The one-stop operator shall develop, review, and monitor appropriate memorandums of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in the local area. This will include, at a minimum:

- a. main contact to one stop partners;
- b. the required content of MOUs;
- c. the manner in which the services will be coordinated and delivered through such system;
- d. how the costs of such services and the operating costs of such system will be funded (Infrastructure Funding Agreements) and quarterly reporting;
- e. methods of referral of individuals between the one-stop operator and the onestop partners for appropriate services and activities;
- f. methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system;
- g. the duration of the memorandum of understanding and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services;
- h. such other provisions, consistent with the requirements, as the parties to the agreement determine to be appropriate.

i. mandatory partners include: Division of Vocational Rehabilitation, Division of Blind Services, Division of Career and Adult Education in Manatee and Sarasota Counties, AARP- Senior Community Service Employment Program (SCSEP) provider, Manatee and Sarasota County Housing Authority, National Farmworker Jobs Program (NFJP) - Migrant and Seasonal Farm Worker program provider, Job Corps and the Manatee and Sarasota Counties Health and Human Services Agencies.

2. Continuous Improvement of One-Stop Centers

The one-stop operator shall develop, review, and monitor continuous improvement of one-stop centers and the one-stop delivery system, consistent with the development and review of policies and procedures affecting the coordinated provision of services. This will include, at a minimum:

- a. coordinate and hold quarterly meetings with participating partners; education and training on CSS Crosswalk agency to agency referral system to partners;
- b. provide an annual client customer satisfaction survey to evaluate the delivery of services to customers in the one stop centers and identify gaps and recommended strategies for improvement;
- c. establish objective criteria and procedures in assessing the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
- d. the development of strategies for technological improvements to facilitate access to, and improve the quality of, services and activities provided through the one-stop delivery system, including such improvements to: enhance digital literacy skills; accelerate the acquisition of skills and recognized postsecondary credentials by participants; strengthen the professional development of providers and workforce professionals; and ensure such technology is accessible to individuals with disabilities and individuals residing in remote areas;
- e. the development of strategies to improve coordination of services across onestop partner programs to enhance service delivery and improve efficiencies (including but not limited to the design and implementation of common intake, data collection, performance measurement and reporting processes) with local input into such design and implementation.

3. Develop OSO Reports to CSS Board of Directors

The one-stop operator shall provide a written progress report as of 12/31 and 6/30 to CSS Board of Directors. These reports should describe process improvement and information-gathering activities; document findings, including gaps, barriers, and deficiencies; give recommendations for changes in referral processes and communications systems. Provide an in person or virtual report to the full Board of Directors at least annually.

CareerSource Suncoast has been approved to provide and will continue to provide direct career services as defined within the WIOA at sec.134(c)(2) and shown below. As a result, this RFP's Scope of Work <u>does not</u> include the one-stop operator providing training services or providing any of the following career services:

- Eligibility determination
- Outreach, intake, orientation
- Initial assessment of skills and support service needs
- Labor exchange services (job search and placement assistance and career counseling) and services to businesses
- Referrals and coordination with other programs
- Providing Labor Market Information
- Providing performance and program cost information of training vendors
- Providing performance information on Local WDB in regard to accountability measures
- Providing information on the availability of and referral to support services, SNAP and TANF
- Providing information and assistance on filing claims for Reemployment Assistance
- Providing assistance in establishing eligibility for financial aid for programs not funded through WIOA
- Providing services in order to obtain and retain employment, such as comprehensive assessment, IEP development, group and individual counseling, career planning, short-term pre-vocational services, internship and work experience, work prep, financial literacy, out of area job search, ESOL.
- Providing follow-up services

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Per WIOA, one-stop operators may not perform the following functions:

- convene system stakeholders to assist in the development of the local plan;
- prepare and submit local plans (as required under WIOA sec. 107);
- be responsible for oversight of itself;
- manage or significantly participate in the competitive selection process for onestop operators;
- select or terminate one-stop operators, career service providers, and youth providers;
- negotiate local performance accountability measures; or
- develop and submit budgets for activities of the Local WDB in the Local Area.

B. Education and Industry Consortium Management

For the purpose of this RFP, EIC Management must be in accordance with CareerSource Florida Strategic Policy – Education and Industry Consortiums to facilitate and manage the required activities of the EIC. Detailed requirements are articulated below.

- 1. Main contact with the EIC members;
- 2. Maintain a roster of consortium members;
- 3. Schedule and convene quarterly meetings;
- 4. Develop meeting agendas;
- 5. Submit meeting quarterly reports to the CSS Board of Directors;

C. ADDITIONAL REQUIREMENTS

1. Monitoring

WIOA requires the Local WDB to conduct monitoring of its one-stop operator. Oversight and monitoring are an integral function of the States and Local WDBs to ensure the one-stop operator's compliance with the requirements of WIOA, the activities per the Statement of Work, performance reporting requirements, and the terms and conditions of the contract or agreement governing the one-stop operator. The Local WDB must measure, track, and monitor performance, service deliverables, and achievement of program or performance measures. CareerSource Suncoast (CSS), as the Local WDB, must ensure that one-stop operators do the following:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operator with particular training service providers or other service providers, including but not limited to, career services providers;
- 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; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

An entity serving as a one-stop operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR § 679.430 for demonstrating internal controls and preventing conflict of interest.

2. Confidentiality and Disclosure

The one-stop operator shall comply with applicable requirements of the "Sunshine Law" regarding official activities of the local board.

The one-stop operator will keep all documents and other information related to the one-stop operator services confidential. Such information will only be disclosed to designated members of the Manatee and Sarasota County Commissioners, the Board of Directors, the Executive Committee, CSS Finance & Performance Committee, and appropriate Board staff. Other than these exceptions, the operator will not publish, reproduce, or otherwise divulge such information, in whole or in part, nor authorize or permit others to do so.

The one-stop operator shall comply fully with all security procedures of the United States, State of Florida, and CSS in performance of the contract. The one-stop operator shall not divulge to third parties any confidential information obtained by the contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or CSS.

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PART V: PROPOSAL INSTRUCTIONS AND REVIEW CRITERIA

A. REQUIREMENTS FOR RESPONSIVENESS

To be considered responsive and eligible to be further reviewed and rated, proposals MUST be submitted following these instructions.

- Proposals must be signed either manually and scanned or electronically signed by an official authorized to represent and bind the proposer and emailed to <u>cwitt@careersourcesc.com</u>. A reply will be sent notifying the proposer of receipt of RFP.
- 2. Proposals must include the following required attachments:

Provided by CSS as attachments to be completed/signed by respondents:

- Proposal Cover Sheet
- Sworn Statement on Public Entity Crimes
- Certification Regarding Debarment and Suspension
- Conflict of Interest Disclosure Statement
- Certification of Drug-free Workplace
- Certification Regarding Lobbying
- Assurance of Nondiscrimination and Equal Opportunity

Provided by the respondent:

- IRS Determination Letter Copy of Employer Identification Number (EIN) with registered name assignment and agency designation (as private, non-profit, for profit, public corporation) as granted by the U.S. Internal Revenue Service
- 3. Proposals are to be submitted in PDF format, single-spaced in 12-point font, pages numbered in consecutive order at the bottom. Proposal should be prepared simply and economically, providing a straightforward response to this RFP, with responses labeled and made in the same order as the categories of information requested.

B. OUTLINE OF CONTENT REQUIRED IN PROPOSAL

Respond to all categories of information requested below with responses labeled and made in the same order as the categories of information requested.

1. Proposal Cover Sheet and Required Attachments (Certifications, Assurances, and IRS Determination Letter)

2. Entity's Organizational Structure and Qualifications:

a) Organizational Structure:

- Entity's name and federal employer identification number.
- □ Type of Entity Corporation, partnership, sole proprietorship.
- □ Status as minority-owned, women-owned, or veteran-owned enterprise if applicable; include the Business Enterprise Certificate if applicable.
- □ Corporate parent, subsidiaries, and/or affiliates.
- List of current partners, principles, directors, officers.
- □ Location of main office and all other offices.
- □ Organizational chart showing size and positions.

b) Qualifications:

- Provide relevant entity history.
- □ List of recent assessments (within past 2 years) of <u>nonprofit corporations</u>, locally and in the state of Florida. If partners or other employees serve in an advisory capacity, please list such positions.
- □ List of recent assessments (within the past 2 years) involving <u>workforce</u> <u>entities</u>, locally and in the state of Florida. If partners or other employees serve in an advisory capacity, please list such positions.
- □ Explain experience in conducting assessments of federal grant programs, including but not limited to WIOA, Wagner-Peyser, Veterans, TANF/SNAP.
- Explain how your firm can provide continuity of staff.
- Explain internal quality assurance practices and procedures.
- c) <u>References</u>: CSS reserves the right to contact any person(s) or organization(s) who is familiar with the work of respondent to document the qualifications and successful experiences of respondent, as well as to solicit character references.
 - Provide three (3) relevant references that can speak to the respondent's prior experience and past performance in delivering similar services, preferably of similar size and purpose to our organization, and serviced by the same partner, manager and/or senior assigned staff as you propose for this RFP. Include Company Name, Address, Contact Name and Title, Telephone Number, Email, Description of Work, Service Dates, and approximate Contract Value.
 - □ Provide a list of clients, including a brief description of work, service dates and approximate contract value, if applicable.

3. Service Team's Qualifications:

- □ Identify proposed team members.
- □ For each proposed team member, list qualifications in terms of overall experience, nonprofit or federal program assessment experience, and education. Resumes may be included.

4. Scope of Work / Service Plan:

- Memorandums of Understanding (MOUs) how services are to be provided and achieved
- Certification and Continuous Improvement of One-Stop Centers how services are to be provided and achieved
- Education and Industry Consortium Management
- Develop Reports timeline

5. Price:

- Propose a total price and budget narrative to perform the scope of work identified for one-stop operator services for July 1, 2024 through June 30, 2025.
- Provide estimated cost for each of the three (3) subsequent years under this procurement.

C. PROPOSAL REVIEW CRITERIA

Factors to be considered in evaluating each responsive proposal will include the entity's relevant experience and availability of staff with professional qualifications and technical abilities, the service plan detailed to meet the scope of work, and price.

| Points Available | Selection Criteria |
|------------------|---|
| 0 | 1. Required Cover Sheet and Attachments |
| 0-15 | 2. Entity's Organizational Structure and Qualifications |
| 0-15 | 3. Service Team's Qualifications |
| 0-40 | 4. Scope of Work (Service Plan) |
| 0-30 | 5. Price |
| 100 TOTAL | |

Rating Summary:

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PART VI: SELECTION PROCESS

All prospective proposers are prohibited from contacting any CSS board member, committee member or staff, **other than the contact person identified on the cover of this RFP,** regarding this solicitation to avoid actual conflicts, the appearance of conflicts, or undue influence over the process. Contact with anyone for the purpose of influencing the outcome of the procurement process will result in the disqualification of the prospective proposer.

The following conditions are applicable to all proposals:

- All proposals are subject to negotiation with CSS.
- Non-conforming proposals may be considered non-responsive and subject to no further review.
- CSS reserves the right to request additional information for clarification from proposers, or to allow correction of errors or omissions.
- CSS reserves the right to reject all proposals in whole or in part, and to accept any proposal that is deemed most favorable to CSS at the time and under the conditions stipulated in the specifications of this request.
- CSS reserves the right to retain all proposals submitted; CSS will not return proposals. All proposals become the property of CSS and will be a matter public record available for inspection to any interested parties.

A. REVIEW AND AWARD

- 1. CSS may act to award an agreement under this solicitation based solely on a proposal as submitted. Therefore, proposals should describe all aspects of services proposed in the most favorable terms from both a price and a technical standpoint. CSS reserves the right to request additional data in support of the proposal and/or to request that the proposer make a presentation about its proposal. All successful proposers may be required to participate in negotiations and submit any financial and/or other technical revisions to the proposal prior to final award of an agreement. Furthermore, CSS reserves the right to reject any and all proposals submitted and/or to negotiate with all qualified sources. Receipt of a proposal does not commit CSS to authorize negotiations of an agreement, to pay any of the costs associated with preparation of the proposal, to reimburse a proposer for any costs incurred prior to the signing of an agreement, or to procure the requested professional services.
- 2. The award will be based on the review and rating of proposals received. The initial review for responsiveness will be completed by a team of senior Board staff following the format outlined within this RFP. Responsive proposals will be forwarded to the RFP Review Committee, which will meet by the date indicated on the Timetable of Events. Their recommendation will be presented to the CSS Executive Committee, and upon approval, the recommendation will be presented to the Board of Directors on the date as indicated on the Timetable of Events.

- 3. The Board of Directors will decide to accept, reject, or accept with modifications the recommendation of the RFP Review Committee.
- 4. The approval of a proposal does not provide approval for any proposed cost, term, and/or condition.
- 5. Final award of an agreement is contingent upon successful negotiation of an agreement, and acceptance by the respondent of the agreement terms and conditions.

B. NEGOTIATIONS

The negotiations will involve a full review of services sought and the fees to be charged based on the proposal submitted. If successful, these negotiations will culminate in an agreement. If these negotiations prove to be unsuccessful, negotiations may be entered into with the second selected firm and so forth until an approved firm enters into an agreement.

C. AGREEMENT

- 1. The respondent selected under this solicitation will enter into an agreement with CSS for one-stop operator services and EIC management. The agreement will specify the duties of the parties and the terms of the engagement for the Program/Fiscal Year July 1, 2024 through June 30, 2025.
- 2. CSS shall have the option, in its sole and absolute discretion, to negotiate annual contracts for up to three (3) additional one-year periods beyond the completion of the first year, provided quality services are delivered and funding is available.
- 3. Payment for one-stop operator services will be specified in the agreement.
- 4. Due to the nature of the funding source, potential changes in legislation and policies, proposers are advised that any contract awarded under this RFP may be modified to incorporate such changes. In addition to any other remedies or rights it may have by law, CSS will include the right to terminate the contract without penalty.

D. PROTEST PROCEDURES

- 1. Unsuccessful proposers will be notified in writing within 30 days of the decision.
- 2. Proposers who are not awarded contracts may appeal the contract awarding process within a 10-day period of the notification by submitting a written protest to the President/CEO of CareerSource Suncoast that clearly states the reason for the appeal.

- 3. The President/CEO will review the protest and compare it to the CSS established procurement/evaluation procedures to decide on appropriate action.
- 4. If it is determined that the action taken in awarding the contract was appropriate and justifiable, the President/CEO will notify the protester of the decision to deny the appeal within a 10-day period.
- 5. If it is determined that the letting of the contract was not in compliance with established procedures, or that other oversights were involved, the President/CEO will notify the protester, and the proposal process will be reinitialized. Appropriate measures will be taken to ensure that established procedures will be followed, and contracts will be let in compliance with those procedures and all applicable law.
- 6. In cases where the protester is not satisfied with the President/CEO's determination, the protester must notify the President/CEO in writing within a 10-day period of the determination. The Executive Committee may serve as the Appeals Board and will follow the procedures outlined above. The Executive Committee will review the case and make a final determination. The President/CEO or Executive Committee will hear no further appeals.

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PART VII: ATTACHMENTS

Required Attachments - provided by CSS to be completed by respondents:

- Proposal Cover Sheet
- □ Sworn Statement on Public Entity Crimes
- Certification Regarding Debarment and Suspension
- Conflict of Interest Disclosure Statement
- □ Certification of Drug-free Workplace
- Certification Regarding Lobbying
- Assurance of Nondiscrimination and Equal Opportunity

Additional Required Attachment – provided by respondents:

□ IRS Determination Letter - Copy of Employer Identification Number (EIN) with registered name assignment and agency designation (as private, non-profit, for profit, public corporation) as granted by the U.S. Internal Revenue Service

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PROPOSAL COVER SHEET Response to RFP #2023-01 for One-Stop Operator Services

| ENTITY NAME: | | |
|--------------------------|------|--|
| ENTITY PHYSICAL ADDRESS: | | |
| ENTITY MAILING ADDR | ESS: | |
| PHONE NUMBER: | | |
| EMAIL ADDRESS: | | |
| FEID #: | | |
| TYPE OF ENTITY: | | |

| RESPONDENT CONTACTS: Please provide the name, title, telephone number and e-mail address of | |
|--|--|
| the official contact and an alternate, if available. These individuals shall be available to be contacted as | |
| may be appropriate regarding the solicitation schedule. | |
| | |

| PRIMARY C | ONTACT: | SECONDAR | Y CONTACT: |
|-------------------|---------|-------------------|------------|
| NAME: | | NAME: | |
| TITLE: | | TITLE: | |
| PHONE NUMBER: | | PHONE NUMBER: | |
| EMAIL ADDRESS: | | EMAIL ADDRESS: | |

I certify that this proposal is submitted in accordance with the provisions and conditions outlined in the RFP, that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of <u>90 days</u>. I also certify that the price/fees have been arrived at independently, without consultation, communication, or agreement with any other proposer or with any other competitor for the purpose of restricting competition as to any matter relating to such fees; and no attempt has been made or will be made by the proposer to induce any other person or agency to submit or not submit a proposal for the purpose of limiting or restricting competition.

*Must be signed by individual with the authority to bind the entity.

*Print Name and Title of Authorized Representative

*Signature of Authorized Representative

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: CAREERSOURCE SUNCOAST

by_____[print individual's name and title]

for_____

[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is______

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

- 2. I understand 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.
- 3. I understand 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.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.
- 5. I understand 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, or which otherwise transacts or applies to transact business with 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies].

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. <u>However</u>, 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 [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, <u>FLORIDA</u> <u>STATUTES</u> FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

[date]

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this

_____day of _____, 20____.

My commission expires:

NOTARY PUBLIC

<u>CERTIFICATION REGARDING</u> DEBARMENT, SUSPENSION, AND OTHER MATTERS

- 1. The Proposer certifies to the best of its knowledge and belief, that it and its principal:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - B. 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;
 - C. Are not presently indicated 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
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the council.

Name / Title of Certifying Representative

Authorized Signature

CareerSource Suncoast CONFLICT OF INTEREST

The Contractor hereby agrees that it will comply with the standards of conduct issued in the Florida Statutes (Sections 112.313 and 104.31) for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

- 1. <u>General Assurance</u> Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. In administering this Agreement, the Contractor, its executive staff and employees, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 2. <u>Conducting Business Involving Relatives</u> No relative by blood, adoption, or marriage of any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by the Contractor. The Contractor shall also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain approval from CSS before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
- 3. <u>Conducting Business Involving Close Personal Friends and Associates</u> Executives and employees of the Contractor must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and in administering the Agreement will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 4. <u>Avoidance of Conflict of Economic Interest</u> An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money, favors, or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the CSS. Supplies, materials, equipment, or services purchased with Agreement funds will be used solely for purposes allowed under the Agreement.

The Contractor certifies that it has not exerted any undue influence or paid any fee or taken part in any other action which would compromise the procurement in order to obtain this Contract.

Name / Title of Certifying Representative

Authorized Signature

CERTIFICATION OF A DRUG-FREE WORKPLACE

<u>Identical Tie Bids</u>: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. 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.
- 2. 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.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), 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 898 or of any for a violation occurring in the workplace no later than 5 days after such conviction.
- 5. Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees' community by, any employee who is so convicted.
- 6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

| Check One | |
|-----------|--|
| | Our organization has a Drug-Free Workplace policy. |
| | No, our organization does not have a Drug-Free Workplace policy. |

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name / Title of Certifying Representative

Authorized Signature

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- -LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name / Title of Certifying Representative

Authorized Signature

ASSURANCE OF NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

This certification is a prerequisite, and material representation of fact upon which reliance is placed, to enter into an agreement. The submittal of false information may result in the immediate termination of the agreement(s).

Each application for financial assistance under Title I of the Workforce Innovation and Opportunity Act (WIOA) must include the following assurance:

Equal Employment Opportunity Act: The contractor shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

By signing this certification, the undersigned authorized representative agrees to the above stated provisions.

Print Name of Company/Organization

Printed Name and Title of Authorized Representative