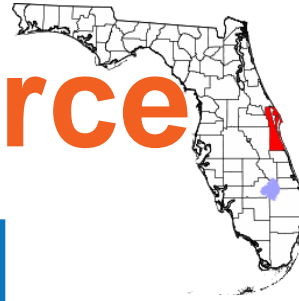


EXHIBIT A

CareerSource Brevard



Local Workforce Board 13 serving Brevard County

REQUEST FOR PROPOSALS RFP #CSB20-600-001

ONE-STOP OPERATOR WORKFORCE SERVICES

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.
d/b/a CAREERSOURCE BREVARD**

Release Date
February 8, 2021

Deadline for Receipt of Responses
March 12, 2021 by 12:00 PM EST

PROCUREMENT CONTACT

Jana Bauer, Program and Contracts Officer
CareerSource Brevard
297 Barnes Blvd., Rockledge, FL 32955
jbauer@careersourcebrevard.com
321-394-0696

REQUEST FOR PROPOSAL

One-Stop Operator Workforce Services

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Attachments

A – Cover Sheet
B – Past Performance Table
C – Pricing Schedule
Representations and Certifications

Resources

Job Descriptions
Career Center Standards Review Tool

Attachments and Resources are available on the [CSB Website](#).

1. PURPOSE

Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard, hereinafter referred to as the “Board” or “CSB” is soliciting proposals from qualified organizations to manage the day-to-day operations of multiple One-Stop Career Centers in Brevard County, Florida and deliver a broad range of federally mandated one-stop workforce services to employers and job seeking customers in the region in accordance with the federal Workforce Innovation and Opportunity Act (WIOA) and other governing laws and rules. A link to the CSB 2020-2024 Local Plan is [contained here](#) for informational purposes.

It is the intent of the Board to award a single contract for the services identified in this solicitation. Respondents are advised that CSB is the recipient of Federal and State funds to carry out the awarding agency’s projects or programs and the entity awarded a contract as a result of this RFP will be the sub-recipient of said funds and will be accountable to CSB for the use of the funds provided.

Respondents to this proposal are expected to acknowledge as part of their response, that the work of the One-Stop Operator requires knowledge of the following laws, rules and guidance:

- The Training and Employment Guidance Letter (TEGL) WIOA No. 15-16 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.
- Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, et. seq.)] and associated WIOA Final Rules [20CFR Parts 603, 652-654, 658, 675 - 688] and [34CFR Parts 361 and 463].
- As subrecipients of Federal funds, one-stop operators must follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.
- The Florida Workforce Innovation Act (Chapter 2000-165, Laws of Florida)
- Personal Responsibility and Work Opportunity Act of 1996 Welfare Transition Program (WTP)
- The Supplemental Nutrition Assistant Program (SNAP)
- The Wagner-Peyser Labor Exchange Program
- Social Security Act, Title IV, as amended
- Various Federal and State guidance and policy issued from the U.S. Department of Labor, Employment & Training Administration and the Florida Department of Economic Opportunity.
 - [Federal Guidance](#)
 - [State Guidance](#)
- Special emphasis on the most recent WIOA Advisories and Guidance related to Youth, Adults and Dislocated Workers.

One Stop Operator Roles and Prohibited Functions

The basic role of a one-stop operator is to coordinate the service delivery of participating one stop partners and service providers. At a minimum, States and Local WDBs must ensure that in carrying out this role, one-stop operators will do the following:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators 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.
- Local WDBs may establish additional roles for the one-stop operator, including the following: being the primary provider of services within the center; providing some of the services within the center; coordinating service providers within the center and across the one-stop system; and coordinating service delivery in a multi-center area, which may include affiliated sites. The role of the one-stop operator must be clearly articulated in all phases of the procurement process, as well as in the legally binding agreement between the Local WDB and the one-stop operator.

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 one-stop 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.

Pursuant to the Stevens Amendment, this project is supported by the U.S. Department of Labor Employment & Training Administration, Health and Human Services, Education and Agriculture as part of awards not to exceed \$16,000.000 with 0% percentage financed from non-governmental sources.

2. BACKGROUND

CSB is designated as the administrative entity and grant recipient for federal workforce investment programs in Brevard County, Florida. An essential element of the organization's operating criteria is to respond to a demand-driven economy based on local employer needs and equipping jobseekers with the skills and knowledge to meet the current and future occupational needs of the region's businesses. The primary objective is to provide a high quality, integrated workforce services program using a model of operation that is responsive to the needs of employers and residents of Brevard County. At present, CSB has three one-stop or career center locations strategically located in the North, Central and South areas of the county. All three CSB Career Center's (CSBCC) are considered full-service centers. The full-service locations include the integrated employment and career development system coordinated and structured by CSB.

North Brevard

3880 S. Washington Ave.,
Suite 214
Titusville, 32780

Central Brevard

297 Barnes Blvd.
Rockledge, 32955

South Brevard

5275 Babcock St. NE
Suite 8B
Palm Bay, 32905

Hours of Operation

Monday – Thursday, 9am – 6pm
Friday, 8am – 12pm



The CSBCC's have two primary customers: **employers** and **jobseekers**.

employers with a full range of services including, but not limited to, labor market information, job order listings, job matching and placements, rapid response, recruiting events, and training and education.

The CSBCC's also provide jobseeker customers with training and employment opportunities using an integrated case management system for the delivery of workforce services to customers eligible under Welfare Transition (WT); Workforce Innovation and Opportunity Act (WIOA); Supplemental Nutrition Assistance Program (SNAP); Trade Adjustment Assistance (TAA); Wagner-Peyser (WP); Veteran; and Reemployment Services and Eligibility Assessment (RESEA) programs.

Workforce Innovation and Opportunity Act (WIOA)

WIOA defines the nationwide system of one-stop centers which directly provide an array of employment services and connects customers to work-related training and education. WIOA promotes a high quality one-stop center system by continuing to align investments in workforce, education, and economic development to regional in-demand jobs. It places great emphasis on one-stops achieving results for jobseekers, workers, and businesses. WIOA reinforces the partnerships and strategies necessary for one-stops to provide jobseekers and workers with the high-quality career services, education and training, and supportive services they need to acquire stable employment opportunities with a livable sustainable wage.

WIOA also outlines a broader youth vision that supports an integrated service delivery system to support in-school and out-of-school youth. It affirms the U.S. Department of Labor's (USDOL) commitment to providing high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a career pathway or enrollment in postsecondary education that will garner a livable sustainable wage.

Additionally, WIOA emphasizes the need for services targeted to persons with barriers to employment including those individuals with disabilities; individuals who receive public assistance or are otherwise low-income and/or are basic skills deficient. It seeks to ensure that one-stop operators do not establish 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. WIOA §121(d) (4) (B) defines an "individual with a barrier to employment" as a member of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)

- Single parents (including single pregnant women)
- Long-term unemployed individuals
- Such other groups as the Governor involved determines

While requiring adherence to WIOA requirements, it is not the intent of CSB to dictate specific strategies to meet these requirements so that Respondents to this RFP can exhibit their innovative ideas and approaches, to be combined with their past experience and success, in conveying how they might provide high performance one-stop services to our region. Respondents are encouraged to exhibit innovative ideas and solutions.

Currently, CSBCC program service delivery is focused on business and industry as the primary customer under the premise that jobseekers are the human capital necessary to meet business needs. The employer-centered approach focuses on increasing customer access to all services while ensuring efficient and unduplicated use of resources. Staff with industry- specific based knowledge are available for employer and jobseeker customers alike. Emphasis is placed on sector-based initiatives that strategically align not only within the region, but labor market area and statewide to be effective, efficient, innovative, and sustainable. The philosophy of this approach is based on a “no wrong door” approach that assures all employer and jobseeker customers’ access to information on all services.

The Board is firmly committed to ensuring that the CSB Career Centers (CSBCC) provide universal services equitably to all the various groups of employer and jobseeker customers. The CSBCC’s must have solid, effective methods for serving a wide range of diverse groups. A primary measure of success for any contract awarded as a result of this RFP will be the Contractor meeting the performance measures set forth in the negotiated Contract.

In conjunction with the WIOA performance measures found the CSB Board establishes local performance measures in order to evaluate program effectiveness and achieve continuous improvement in the delivery of WIOA programs. The Continuous Improvement Performance Initiative (CIPI). Performance focuses on mission-critical metrics established by the State. CareerSource Brevard receives additional funding when the goals are met or exceeded.

With respect to the day-to-day CSBCC operations and management, the Contractor will be responsible for the functional integration of all workforce investment activities of the CSBCC’s to ensure that they meet the needs of employer and jobseeker customers by enhancing communication, coordination, collaboration and engagement of customers.

The Contractor will be responsible and accountable for effectively and efficiently managing the CSB Career Centers under policies and guidelines established by the Board in accordance with the state, and federal rules and regulations. The Contractor will be required to deliver the services and activities below while providing excellent customer service and achieving the contracted performance measures and deliverables established by CSB. The Contractor will also ensure system-wide standards are achieved and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the system.

Respondents are expected to have (a) technical competence, knowledge and expertise in management and administration of one-stop centers, (b) professional staff that understand the human resource needs of business and the training and employment needs of the full range of CSBCC jobseekers (c) administrative and fiscal management systems to accomplish the scope of work and meet performance standards (d) knowledge of the laws, regulations, rules and policies of the specific funding sources involved and (e) knowledge of other Federal agency supported workforce development initiatives, under the Departments of Transportation, Energy,

Veterans Affairs, Housing and Urban Development, Interior, Health and Human Services, and Defense programs. Respondents should demonstrate considerable experience in assessing employer needs against labor market assets as well as workforce development and placement services. Proposals should describe Respondents’:

- Capacity to expertly manage staff and operations;
- Ability to represent CareerSource Brevard to the community as knowledgeable human resource professionals;
- Understanding of how to deliver high quality, customer-oriented service;
- Ability to work as a part of a team to satisfy our customers;
- Ability to ensure our system delivers the services promised to customers;
- Ability to understand the needs of business and industry;
- Ability to integrate and partner with Industry Relations & Planning staff managed directly by the Board;
- Capacity to provide a “front-line” perspective, operating & planning information as well as developing innovative ideas to ensure great service and performance.

The following table illustrates the most current number of employer and jobseeker customers that have been served by our CSBCC’s and is provided for planning purposes only. Actual year over year service levels may be higher or lower depending on the local economy, the level of unemployment, changes in legislation and/or funding, etc.

	7/1/18 – 6/30/19	7/1/19 – 6/30/20	7/1/20 – 12/31/20
Businesses Served			
Number of Businesses	2,017	1,842	1,871
Placements	1,970	1,571	465
Jobseekers Served			
Titusville	4,784	5,155	1,972
Rockledge	8,261	8,766	3,323
Palm Bay	10,504	11,789	4,456

In addition to the above activity, CSB handles approximately 3,500 inbound calls to the CSB phone system on a weekly basis. During the peak of the pandemic, CSB was handling up approximately 7,000 inbound calls on a weekly basis. Currently, staff maintains a web chat feature for customers who wish to engage us using the web page. The CSB website averages 13,000 unique visitors monthly. The CSBCC contractor is responsible for suggesting new/updated web content for this site so that it is always timely and up to date.

3. ELIGIBLE RESPONDENTS

All public or private not-for-profit corporations, organizations or agencies, or private for-profit corporations and businesses, not otherwise excluded; and properly organized in accordance with applicable state, local and federal law, that can demonstrate the capacity to successfully provide the services identified in this RFP may submit a proposal. Minority and women-owned and operated businesses are encouraged to submit a proposal.

Proposals from consortia, partnerships or other combinations of organizations can be submitted, provided one organization is designated as the lead agency, fiscal agent, and prime contractor

with details provided on the assignment of consortium/subcontracting relationship. A proposal that includes subcontracting all activities and services in this RFP to other organizations will not be considered responsive. Individuals are not eligible to apply.

In accordance with Florida Statutes Sections 607.1501, 605.0902, and 620.1902, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Any organization awarded a contract as the result of this solicitation will be required to be authorized and licensed to conduct business in the state of Florida prior to contract execution.

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 organization; (2) the entity's previous contract(s) with CSB has been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during the conduct of services under any contract; (4) the entity or its parent organization have filed for bankruptcy during the past (5) years; (5) the entity has been convicted of a public entity crime pursuant to 287.133(1)(a) Florida Statutes, or (6) the entity developed or drafted work requirements, or statements of work for this RFP. All proposals shall be reviewed for a perceived conflict of interest.

Respondents shall have direct experience with, and broad knowledge of, the federal workforce investment system, the services and programs associated with it, and employ a team who can promptly respond to CSB needs. The ability to provide innovative, high quality services, flexibility, and timely response to CSB requirements is of paramount importance to the Board.

This RFP does not commit or obligate CSB to award a contract, to commit to any funds identified in this RFP document, to pay any costs incurred for 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.

4. CONTRACT TYPE AND AMOUNT

Any contract awarded under this RFP is subject to available funding. CSB contemplates awarding a cost reimbursement, performance-based incentive fee contract. CSB does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. However, the Board does not anticipate the necessity of committing funding in excess of \$4 million per year for the services awarded under this RFP. This amount is provided as a planning figure only and does not commit CSB to award a contract for this amount. Respondents should keep in mind that funding associated with Business Services and Training are not part of this contract and are funded under the CSB budget. The specific method of payment for services to be rendered and award fee earned shall be as set forth in the negotiated contract and will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished to CSB's satisfaction, and submittal of an invoice with supporting documentation.

The primary funding sources are the US Department of Labor-Employment and Training Administration (USDOL-ETA) for all WIOA-related services; Wagner-Peyser and Reemployment Assistance; the US Department of Health and Human Services (HHS) for Welfare Transition and Temporary Assistance for Needy Families (TANF) services; and the US Department of Agriculture for Supplemental Nutrition Assistance Program (SNAP) although other sources of funding may come available for variable periods of time throughout the contract period. Some examples of other sources currently include the USDOL Dislocated Worker Grant (DWG) funds for disaster-related recovery efforts, COVID-19 NEG funds, USHUD Community Development Block Grant –

Disaster Recovery (CDBG-DR), Manufacturing Extension Partnership (MEP) funding for the FloridaMakes NIST Grant, the State of Florida Sector Partnership NEG funds, and the USDOL America's Promise Grant. Funding during the initial contract period, or any option period, may be adjusted at the sole and absolute discretion of CSB. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a Contractor fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state funding sources.

Due to the nature of the funding sources, potential changes in legislation, policies and performance achieved, Respondents are advised that any contract awarded under this RFP may be modified to incorporate such changes. The Respondent's ultimate role in any new grants, reductions or increases in funding are at the discretion of CSB.

Certain workforce services are integrated into the framework of the one-stop delivery system and are provided through the following partner agencies under other funding resources. Staff and funding for these services is provided by the partners on a full-time basis and come under the functional supervision of the Contractor. The Contractor will be responsible for ensuring a seamless delivery of services. The stated funding level above does not include costs for:

- Employment services funded under the Wagner-Peyser (WP) Act, including services to Claimants, Veterans and Migrant and Seasonal Farm Workers;
- Workforce services for veterans (VET) authorized under Title 38 USC, Chapter 42 including dedicated job counseling, training and placement for veterans;
- Outreach and referral services for the Job Corps (JC) program under Subtitle C of the Workforce Innovation and Opportunities Act;
- Employment and training services under the Senior Community Service Employment Program (SCSEP);
- Brevard County School District, Adult Education for General Equivalency Diploma (GED)
- Early Learning Coalition (ELC) childcare services.

The following chart shows the estimated staffing resources by funding source or program. These numbers are not impacted by current vacancies or DEO hiring freezes. This chart is can be impacted by new or expiring grants, funding fluctuations, programming changes directed by Federal and State entities as well as other funding partner agreements and goals. This chart is provided for planning purposes.

Staffing Resources by Fund Source										
General Contract Funded Positions								Various Grants	DEO	
GC Other	Career Counselor under GC Funding (total)	WIOA*	WT	SNAP*	RESEA*	MFEA	AARP BTW50+	Grant Projects	WP	VET
38	22.5	17.5	3 FTE	3 FTE	8	1	1	7.5	8	9

It is important to note:

- "GC Other" represent staff in various non-case management roles (e.g. managers, recruiters, workshop trainers, etc.).
- The asterisk (*) represents integrated career counselors.
- WIOA, WT, SNAP, RESEA, Military Family Employment Advocate (MFEA) and AARP Back to Work 50+ (AARP BTW50+) are included in the GC or Career Counselor under GC columns.

- DEO are state employees where funding passes through to CSB.

In addition to the staff above, various partner staff have an on-site presence including Job Corps, AARP Senior Community Service Employment Program (SCSEP), Brevard Achievement Center, and Brevard County School Board Adult and Community Education (GED and ESOL programs).

5. PERIOD OF PERFORMANCE

The duration of the contract to be awarded as a result of this RFP shall be for an initial one-year period provided performance remains acceptable to CSB during that period. Time will be of the essence for performance of services under the contract. Any contract awarded as a result of this RFP will provide that CSB shall have the option to extend the term of the Contract. The duration of the contract, including any exercise options, will not exceed four (4) years. CSB anticipates the following periods of performance, provided contractor performance remains acceptable to CSB.

Year	Contract Phase	Contract Period	
		From:	To:
1	Initial	July 1, 2021	June 30, 2022
2	Option 1	July 1, 2022	June 30, 2023
3	Option 2	July 1, 2023	June 30, 2025
4	Option 3	July 1, 2024	June 30, 2025

The offer of an option renewal period is not guaranteed, and the award of the initial contract does not imply an exercise of the option renewal. The option to renew and the terms and conditions of the option to renew shall be exercised at the sole and absolute discretion of CSB.

6. SCOPE OF SERVICES – GENERAL

The following scope of services shall apply to any contract awarded as a result of this RFP. Upon contract award, Contractor shall:

- 6.1. With respect for overall operations and management of the CSBCC's, Contractor will be required to provide services and activities in accordance with, and as subscribed and authorized by Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)] and associated WIOA USDOL Final Rule [20CFR Parts 603, 652-654, 658, 675, 679 – 688] and Joint USDOL and US Dept. of Ed. Final Rules [20CFR Parts 676-678 and 34CFR Parts 361 and 463], related state and federal laws, rules, regulations, policy, guidance, communiqués and memoranda, as well as CSB policy.
- 6.2. Utilize universally accessible system using standard business software for all CSBCC-related procedures, forms and policies that is available to all CSBCC and BDWB staff. Currently, CSB utilizes a SharePoint system to accomplish this.
- 6.3. Ensure that services are broadly available to customers beyond traditional hours of operation during times that will meet the needs of the majority of customers. Contractor must have a staff presence at the CSBCC's whenever they are in operation. At a minimum, CSBCC's must be open to the public from 9 a.m. – 6 p.m., Monday through Thursday and Friday from 8 a.m. – 12 noon. The Career Centers will be closed on applicable State and Federal holidays and any other additional days approved by CSB. The presence of staff in the CSBCC's outside of these hours shall be mutually agreed to between the Contractor and CSB prior to the contract start date. Center hours may be

adjusted at CSB discretion. Saturday hours must be available if special conditions warrant as instructed by CSB. In addition, Contractor must ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings for major holidays.

- 6.4. In some cases, and during national emergencies, CSB may receive National Dislocated Worker Grant (DWG) funding to respond to large, unexpected layoff events causing significant job losses (e.g. end of shuttle program; pandemics; military base closures). DWG's also address rapid employment needs in our area when an emergency or major disaster, such as a hurricane, has occurred. The purpose of disaster funding is to create temporary jobs to provide clean-up, restoration and humanitarian assistance to designated communities. Contractor may be requested to provide services outside the stated scope of services and hours. These services will be identified and agreed upon following identification of CSB requirements and will be considered a reimbursable expense.
- 6.5. Be required to meet all performance requirements as indicated by CSB. Current performance requirements include but are not limited to WIOA Common Measures, Monthly Management Report (MMR) and CareerSource Florida Continuous Improvement Performance Initiative (CIPI). Reports may be periodically changed depending on grantor and CSB requirements. The contractor will be responsible for meeting specific grant reporting requirements for any new grants received during the contract period.
- 6.6. Ensure compliance with all State and Local policies and procedures relative to the One-Stop System and One-Stop Career Centers. Contractor may suggest revisions, additions and deletions to policies based on program knowledge and expertise.
- 6.7. Be required to provide monthly, bi-monthly, or quarterly progress reports or presentations of program performance and expenditures in comparison to the deliverables agreed upon in the contract.
- 6.8. As requested by CSB, work collaboratively with Board staff, partners, community members and others to provide the resources necessary to support other funding opportunities; assist with the preparation of reports and other documentation as requested; and provide quotations or project costs as required.
- 6.9. Be required to implement and fulfill CSB cooperative agreements and memorandum of understanding (MOU) with partners.
 - 6.9.1. Understand the mission, vision and service delivery requirements of the required one-stop partners to better strategically align with CSB priorities and services.
 - 6.9.2. Work to support building relationships with the required partners of the designated comprehensive one-stop center, as defined by CSB.
 - 6.9.3. Facilitate conversations and support the development of a mutual client assessment and referral process; an agreed upon data sharing process, and a mechanism to capture performance between all partners.
 - 6.9.4. Convene quarterly meetings to share information, discuss strategies to positively impact employment outcomes for shared customers and problem-solve collaboration issues.
 - 6.9.5. Make recommendations for additional partners that will help improve and support

the one-stop system.

- 6.9.6. Provide quarterly reports that includes updates to partner strategies to coordinate and deliver services, participant outcomes, partner success stories, and highlights of services coordination efforts, to CSB's designee.
- 6.10. Additional grants, contracts and workforce services may be obtained and provided by CSB during the contract period. It is anticipated that most of the additional service programs will have deadlines and performance measures. Contractor will be required to support CSB in the administration/local management of these additional grants and contracts regardless whether the performance is listed as specific pay point in the final contract. The Service Provider shall provide information specific to the capacity of the organization to respond to additional requirements while still maintaining normal programs and services and all expected performance levels. Contractor shall provide services for those special projects funded by CSB or some other funding source. Contractor shall also provide technical assistance and staff training to these special projects as requested by CSB.
- 6.11. The Board's revenues, which it uses to fund contracts and operations, are primarily federal and state funds, subject to the requirements for use of public funding. The Contractor is expected to understand and use applicable federal Office of Management and Budget (OMB) cost and administrative circulars including 2 CFR, Chapter II, Part 200, et al., and applicable federal and state laws and regulations in budgeting and expending the public funds in their CSB contracts. Contractors must maintain cost allocation plans that properly allocate costs between management/administrative functions and operations, as well as among the various service modules funded by CSB. Contractors' cost allocation plans must meet CSB requirements and will be reviewed and approved by Board staff. CSB will ask Contractors to develop their allocation plans when negotiating a contract budget.
- 6.11.1. Contractor will be subject to mandatory, CSB-provided, independent programmatic and financial monitoring evaluations as well as separate monitoring evaluations conducted by the State of Florida Department of Economic Opportunity and the US Department of Labor.
- 6.11.1.1. Contractor will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with WIOA Final Rules and Regulations, as well as Federal, State and Board requirements.
- 6.11.1.2. Contractor will be required to respond to any findings in accordance with Board requirements.
- 6.11.2. If indirect costs are included in the budget, then include either, a) an agency-approved indirect cost rate with a copy of the Negotiated Indirect Cost Rate Agreement (NICRA), a description of the base used to calculate indirect costs along with the amount of the base, and the total indirect costs requested, or b) if you meet the requirements to use the 10 percent de minimis rate as described in 2 CFR 200.414(f) then include a description of the modified total direct costs base (see 2 CFR 200.68 for definition) used in the calculation along with the amount of the base, and the total direct costs requested based on the 10 percent de minimis rate.
- 6.11.3. Contractor must accept complete liability for its role in providing services for all aspects of any WIOA program conducted under contract with CSB. Contractor will be liable for repayment of any disallowed costs or illegal expenditures of

funds or program operations conducted.

- 6.12. As required by CSB, Contractor shall attend both regularly scheduled and impromptu meetings, either in person or via teleconference, to review overall performance, and to address issues to ensure that the needs of employer and jobseeker customers are met and duplication of services is minimized or eliminated. Contractor will be expected to provide timely response and action as course corrections dictate. Contractor is expected to make suggestions and recommendations to maximize performance.
- 6.13. Upon contract award, Contractor shall designate a knowledgeable primary point of contact who shall have optimum management and operations authority and be available to the Board during normal business hours as defined by CSB with the ability to provide live assistance during those times. During peak performance periods, or emergencies, Contractor primary contact and/or staff may be required to be available beyond these parameters. Contact information shall be made available to CSB for after-hours assistance. Contractor is expected to notify CSB if there are any changes to the primary point of contact within 24 hours of a change.
- 6.14. Contractor is responsible for the control of all CSBCC assigned property. A Property Account Custodian shall also be designated to account for all acquired and CSB-tagged property assigned to the CSBCC's and verify property is maintained and controlled. All property is to be used for the sole purpose of the delivery of workforce services. All property purchased under the contract will comply with the terms of the State of Florida DEO policy regarding Accounting and Reporting Requirement for WIOA Property (FMA-86-3). Accountability for property purchased with WIOA funds must be in accordance with Chapter 273, Florida Statutes and Rules of the Auditor General - Chapter 10.300 State-Owned Tangible Personal Property. Equipment ownership will vest with the Service Provider until the end of the program at which time ownership will revert back to the Board.
 - 6.14.1. Contractor must notify CSB immediately when property is acquired, lost, missing, destroyed, relocated or sent for maintenance or repair. Contractor must ensure theft of property is reported to proper authorities immediately. Depending upon the circumstances and value of the lost, missing or destroyed property, Contractor may be liable for the cost of replacement.
- 6.15. The Military Family Employment Advocacy (MFEA) program provides advocates through Florida's One-Stop Career Centers for regions where military bases and communities are located. The primary focus of the program is to assist military spouses and dependents in obtaining and retaining gainful employment. Patrick Space Force Base is located within the CSB region and provides space at the Airmen & Family Readiness Center for the one staff person assigned. This staff person is part of the career center contract. Persons eligible for assistance through this program include spouses and dependents of active-duty military personnel, activated Florida National Guard members, and activated military reservists. Contractor is expected to assist in maximizing this resource by suggesting and implementing innovative services to the MFEA program.
 - 6.15.1. The Contractor will, in coordination with CSB, designate a Military Family Employment Advocate who will serve as a designated advocate for the employment of military spouses and families and through coordination with the Department of Defense (DOD) Family Support/ Service Centers and Transition Assistance Programs (TAP), identify military spouses and families for workforce

services.

- 6.16. Services include, but are not limited to, registration, assessment and testing services, job search and placement assistance, resume assistance, labor market information, employability skills workshops, job clubs, career planning and counseling, case management, interviewing skills training, and referral to educational and training programs. WIOA contemplates additional services not listed here but may be requested in the future. Contractor is expected to be knowledgeable of such services and provide recommendations when appropriate.
- 6.17. All CSBCC's will provide a wide range of short-term skills development opportunities through multiple service delivery methods.
- 6.18. CSB staff plans and directs all external marketing, outreach and system communications. Contractor involvement in these efforts is at CSB direction. Contractor is expected to provide suggestions and recommendations to CSB to maximize service to customers. Internal communications, flyers, etc. are produced by the Contractor and must be in compliance with CSB guidelines and policy.
- 6.18.1. Internal printed material and other written information at the CSBCC's must be language accessible for Brevard County's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the CSBCC's feel welcome and can benefit from the experience. Depending on future guidance, the contractor may establish and maintain a Limited English Proficiency Plan (LEP Plan), including services for individuals with a hearing impairment.
- 6.19. Contractor will be required to maintain accurate auditable records, including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of charges for any fees, expenses or other charges to CSB under the contract. State regulations require that all records attributable to the contract must be maintained for a minimum period of 5 fiscal years after all applicable audits have been released.
- 6.20. Any work product developed by Contractor in performance of this contract will require review and approval by CSB and shall be the sole property of CSB. CSB shall have the right to copyright or otherwise protect its rights in, and ownership of, the work product.
- 6.21. Contractor will be required to develop systems to provide user-friendly ad hoc reporting capability and ensure that such systems produce all information needed to manage the daily operations of the CSBCC's. This information includes, but is not limited to, program operation, performance outcomes, customer satisfaction, cost effectiveness, unduplicated customer and transaction counts, training enrollments, etc. Contractor will be responsible for submitting reports with real-time data that reflect progress towards meeting these metrics.
- 6.22. Contractor shall create and implement a continuous improvement model of the career center services using leading indicator performance measures to quantify and evaluate organizational success relative to meeting operations expectations and performance outcomes, and ensure means are developed to improve performance.
- 6.23. Contractor shall serve any specific industry or population that CSB identifies and targets as special priority.

- 6.24. Contractor shall not at any time or in any manner, either directly or indirectly, disclose, publish or otherwise reveal information obtained by Contractor in performance of the contract to any other party for any purpose not in conformity with state and federal regulations without the prior approval of CSB.
- 6.25. Assist employer and jobseeker customers with responsive and knowledgeable staff through a user-friendly, quality driven, service delivery system. Adequate numbers of staff will be assigned to facilitate customers through the identification, access, and use of services.
- 6.25.1. In accordance with State policy, minimum skills standards for front-line staff (all those employees providing direct customer service) includes communication skills training, basic computer software skills (e.g. Word, Excel, Outlook) training, specific programmatic training and attainment of Florida Workforce Professional Tier 1 Certification. Training and certification is provided through the Florida Department of Economic Opportunity Learning Management System.
- 6.25.2. Newly hired front line staff must attain the Tier I certification within six months of their hire date. For this purpose, front line staff is defined as any individual who works primarily with customers, either employers or jobseekers.
- 6.25.3. Subsequent to the attainment of the initial certification, staff must complete in the second year and thereafter, 15 hours of continuing education credits per year in order to remain certified. New staff who complete their Tier 1 Certification have a one-year period after the completion date to accumulate their credits. Contractor will identify staff that will be assigned to system-wide training and who will be expected to train or coordinate the training of new and existing staff to include, but not limited to, competency-based training across programmatic funding lines, organizational productivity, and customer service.
- 6.26. Contractor is required to utilize the [US Department of Homeland Security's E-Verify system](#) to verify employment eligibility of all persons employed during the contract term by Contractor to perform employment duties within Florida; and all persons assigned by Contractor to perform work under the terms of the contract.
- 6.26.1. All employees of One-Stop Center contractors, subcontractors, or agents with access to, and the ability to change or destroy confidential data, including data stored in the information systems used by workforce service providers to manage and report participant information, are required to undergo background screening as a condition of employment or contract award. Contractors shall be rescreened upon assignment to a new contract, or after a new contract award period or based on the screening standards prescribed by the State of Florida. All staff are required to have a Level 1 background screening.
- 6.26.2. [Section 435.03](#) mandates that a Level 1 background screening shall include but not be limited to, employment history checks and statewide criminal correspondence checks through the Florida Department of Law Enforcement. Local criminal records checks through local law enforcement agencies may be included. Any person for whom an employment screening is required by statute must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offence prohibited under [Section 435.04\(2\)](#) or similar law of another jurisdiction. The background screening

results shall be used to determine eligibility for employment or continued employment, and approval of contractor/agent personnel performing work on behalf of CSB. If Florida Statute 445.002(3) is modified, requirements may change to Level 2 background screenings.

- 6.27. The Contractor shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to the Board and evidencing the coverage must be presented to the Board prior to commencement of services and updated upon exercise of any option to extend the contract. All policies of insurance referenced herein will be primary and will include CSB as an additional insured party with the exception of Workers' Compensation. All policies will include provisions that the insurers waive the rights of recovery or subrogation against CSB. CSB shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the Contractor.
- 6.27.1. Liability Insurance: A standard liability insurance policy in the single limit amount of \$1,000,000 per occurrence and \$2,000,000 as an aggregate amount. General liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence.
- 6.27.2. Worker's Compensation: Workers' Compensation or similar insurance which provides coverage to all staff in at least the minimum statutory limits required by the state of Florida.
- 6.27.3. Bonding: A company-wide blanket Employee Fidelity Bond intended to cover every officer, director, agent, subcontractor, or employee authorized to receive or deposit funds under the contract, or issue financial documents, checks, or other instruments of payment of program costs. This bond shall be in the amount of \$100,000 or the highest planned single payment by the CSB during the contract period, whichever is more.
- 6.27.4. Motor Vehicle Insurance: When using motorized vehicles in performance of actions authorized by the Contract, Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of not less than \$500,000 property damage, and \$1,000,000 per person, per occurrence. Contractor shall require and maintain proof of current motor vehicle insurance and vehicle registrations of all employees receiving any vehicle reimbursement expenses, including, but not limited to, mileage reimbursement.
- 6.28. Ensure employers and jobseekers are made aware of and can access services in a timely manner.
- 6.28.1. Employers and jobseekers will learn about the services, understand the services available to them, and be directed to services immediately upon entering the centers.
- 6.28.2. Contractor shall ensure employers and jobseekers are given access to the services they need to successfully achieve their business or career goals.
- 6.28.3. Employer and jobseeker customers will receive the most appropriate services along a continuum of services to meet their established short-term and long-term goals.
- 6.29. Employer and jobseeker customers will receive quality services in a facility that is easily

accessible, accommodating to all special needs' customers, professional, and inviting. Successful outcomes will be meeting Contractor Career Center Standards criteria.

- 6.29.1. Contractor will appoint a minimum of one staff member in each CSBCC to conduct periodic safety reviews of the facilities to ensure compliance with applicable safety standards. Any concerns will be immediately reported to the Center Manager and Facilities Director.

6.30. CSB provides oversight of all CSBCC services and operations.

- 6.30.1. Contractor will report to CSB.
- 6.30.2. Contractor must openly and immediately communicate to CSB any challenges or problems faced by the Contractor in the operation and management of the CSBCC that will adversely affect the CSBCC's performance of this contract, or the effectiveness of CSB meeting State and Federal requirements.

6.31. Contractor shall submit timely reports in accordance with Schedule of Reports and Deliverables, as established at contract execution, and as requested by CSB. Content and format shall be in accordance with CSB guidelines. CSB retains the right to seek clarification or to request expansion or modification of Contractor submittals.

7. SCOPE OF SERVICES – EMPLOYER SERVICES

CareerSource Brevard recognizes employers as the economic driver of the region. Contractor will assist area employers to find workforce solutions for a variety of human resource needs, ranging from gathering information for job postings and referring candidates to employers' current job openings to facilitating and participating in industry-wide projects to address critical skill shortages. WIOA emphasizes engaging employers across the workforce system to align training with needed skills and match employers with qualified workers. WIOA promotes work-based training, incumbent worker training and transitional jobs and other strategies as allowable activities.

Contractor staff is assisted by Board Staff Business Liaisons through the CSB Board Industry Relations Division. CSBCC Contractor staff manage business accounts and provide basic services to any employer in the region while CSB Business Liaisons provide more intensive services to employers in the region's key industries. CSB Business Liaisons represent CareerSource Brevard to regional employers and have the responsibility for communicating employers' needs to CSBCC Contractor staff. The CSB Business Liaisons establish regular communications with CSBCC Contractor staff to transmit real-time information on employers' current needs for workers, labor market trends, and feedback from employers on the services received from the CSBCC. The cooperative flow of information between CSB Business Liaisons and Contractor staff is vital to the CSB mission and key in ensuring that businesses are getting the talent they need and job seeking customers are getting linked to employment opportunities which allow for self-sufficiency and future growth.

Employer customers will view the CSBCC as a business resource. The business customer will be offered a broad range of services that address the needs of the business community. Contractor staff services include, but are not limited to, the following:

- 7.1. Responding to employers' demands for skilled workers and meeting the expectations of area employers by providing high quality candidate referrals, and suggesting solutions to employers' hiring needs including, but not limited to:

- Onsite Recruitment and Placement Assistance for Employers
 - On-the-Job (OJT) Training Subsidies
 - Registered Apprenticeship Program & Pre-apprenticeship programs
 - Customized Training
 - Lay-off Aversion Services
 - Federal Bonding Program
 - Supportive Services
 - Occupational Skills Training
 - Incumbent Worker Training
 - Work Opportunity Tax Credit Program
 - Rapid Response Services
 - Work Experience Program
 - Access to Labor Market Information
 - Information about grants and resources targeted to certain business or industry
 - Information about grants and resources targeted at certain jobseekers which may assist the employer in meeting talent pipeline needs.
- 7.2. Contractor shall work with the CSB Business Liaisons to develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the Career Centers.
- 7.3. Contractor shall develop effective linkages with employers that lead to resource alignment and training efforts to address the immediate and long-term skilled workforce needs of in-demand industries and to address critical skill gaps within and across industries. Successful outcomes for employer customers will be a sufficient number of quality job applicant referrals for each job order, job placement and sustained employer use of CSBCC services. Where sufficient quality applicants for job orders are not available, the Contractor is expected to develop strategies to fill employer needs.
- 7.3.1. Contractor is responsible for working with the CSB Business Liaisons to achieve employer performance measures set forth by the State as well as by CSB. The success of employer services will be measured, in part, on the following types objective criteria.
- Number of registered businesses that have been provided an intensive service by Contractor staff
 - Number of businesses who have received services from Contractor staff and returned for more services
 - Number of jobseeker referrals made against internal job orders
 - Number of staff referred placements made against internal job orders
 - Providing employers with skilled workers.
 - Providing quality engagement and services to employers and sectors and establishing productive relationships over an extended period of time.
 - Providing quality engagement and services to all employers and sectors with the local workforce region.
- 7.3.2. Contractor is also responsible for submitting additional performance measures to be met, subject to CSB approval.

- 7.3.3. Contractor may also be required to address any new performance measures created by USDOL and specific grant conditions not known at the time of this proposal.
- 7.3.4. Contractor is responsible for assisting with performance related to the State of Florida, CareerSource Florida Continuous Improvement Performance Incentive (CIPI). [View the current metrics and goals.](#)
- 7.4. Data enter job posting information from businesses into the statewide employment database Employ Florida (EF) and help employers who prefer to enter data directly.
- 7.5. Screen and recruit candidates for openings identified by CSB Business Liaisons or requested directly from area employers including:
 - 7.5.1. Basic job matching of resumes and applications
 - 7.5.2. Employee pre-screening
 - 7.5.3. Conduct preliminary basic skills and other assessments
 - 7.5.4. Recruiting for and sourcing qualified candidates
 - 7.5.5. Assisting in recruiting talent to register in the Employ Florida system to meet current and future employer needs.
- 7.6. In coordination with CSB Industry Relations, respond to employers' requests including providing salary information, offering program options for employed worker or on-the-job training, providing interview space, etc.
- 7.7. Contractor will be required to participate as necessary in providing Rapid Response Services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notifications (WARN) issued by the State. Services may include:
 - 7.7.1. Reviewing affected workers' assistance needs.
 - 7.7.2. Assisting with Rapid Response workshop presentations to assist with career transition, job search tools and skills, resume preparation and interviewing techniques.
 - 7.7.3. Assessing re-employment prospects for workers in the local community.
 - 7.7.4. Providing information on available resources to meet the short and long-term needs of affected workers.
 - 7.7.5. Establishing a process of referring affected employees to the CSB Career Centers.
 - 7.7.6. Developing recruitment/job development activities including job fairs, positive recruitments, job lead development and general recruitment notifications.
 - 7.7.7. Determine if affected workers or business would be eligible for TAA program.
 - 7.7.8. Other services and options provided under WIOA for Rapid Response.
 - 7.7.9. Assisting CSB in tracking and ensuring that Rapid Response requirements have been met and reporting as requested to CSB and any other reporting entity.

- 7.8. Provide continual, timely, business engagement to market CSBCC services to businesses that have not used, or discontinued using, CSBCC services.
- 7.9. Work with employers in facilitating and participating in special projects such as conducting job fairs, business seminars and information sessions, etc. on an array of workforce issues.
- 7.10. Design and implement a system where employer/jobseeker event hiring data is tracked and evaluated.
- 7.11. Develop and deliver services from a standard menu of services for employer customers.
- 7.12. Conduct follow-up to assure customer satisfaction and offer a customer service survey.
- 7.13. Staff members working with businesses will track and report their interactions and services to the CSB Business Liaisons for input in the customer relations management tool, *Salesforce*.
- 7.14. Staff members will work with business to assist with the development of and success of sector strategy activities.
- 7.15. Staff members will work with business to assist with the new grants and services not known at the time this procurement was written.

8. SCOPE OF SERVICES – JOBSEEKER CAREER SERVICES

The Contractor will ensure adult and/or dislocated workers seeking employment receive career and training services consistently, and in a coordinated way as prescribed in WIOA Title 1, Subtitle B - "Workforce Investment Activities and Providers", Chapter 3, Section 134, USDOL WIOA Final Rule at 20 CFR Parts 679-680 and any subsequent guidance or technical memorandum. Customers will be served through a seamless process related to the various services/functions offered in order to reduce duplication of resources, minimize number of contacts, and streamline processes.

WIOA emphasizes the development of strategies to support the use of career pathways for the purpose of providing individuals, including low-skilled adults, youth, and individuals with barriers to employment (including individuals with disabilities) with workforce investment activities, education and supportive services to enter or retain employment.

The following Walk-in traffic counts represent the number of individuals who visited the CSB career centers during the past 2 program years. CSB anticipates the same level of visits for program years contemplated under this RFP.

Walk-In Traffic Counts per Program Year	
Program Year	Visits
July 2017 – July 2018	33,554
July 2018 – July 2019	30,303
July 2019 – February 2020	23,351
March 2020 – May 17, 2020	During the COVID-19 pandemic, center traffic was not tracked as the focus shifted to transitioning staff to virtual operations.

	<p>Between March 2020 – May 13, 2020, CSB staff:</p> <ul style="list-style-type: none"> • Fielded a total of 67,244 calls • Served 1,586 businesses • Sent texts to 11,660 customers • Received/responded to 1,130 chats on website • Received 503 customer inquiries via website • Received 113,526 inbound emails
May 18, 2020 – June 2020	696 Walk-In Visits / 1,291 Virtual Visits
July 2020 – December 2020	5,814 Walk-In Visits / 8,220 Virtual Visits

The following table illustrates the most current number of cases by funding stream for ongoing programs that are being served by our CSBCC's and is to be used for planning purposes only.

2019 – 2020 Average Monthly Caseload by Ongoing Program									
WIOA Adult	WIOA Dislocated	WIOA Youth	Welfare Transition	SNAP	RESEA	TAA	AARP Grant	NEG	Total
357	135	354	956	485	1,005	8	153	153	3453

The following table illustrates the number of cases by special grant program for various grants received throughout the most recent years. This is provided as an example of the culture of CSB's grant award opportunities and to demonstrate the expectation of the Contractor's support for various funding opportunities CSB pursues. This chart is to be used for planning purposes only.

2019 – 2020 Average Monthly Caseload by Special Grant Program		
Active Grant Programs		
Grant Program	Grant Timeframe	Caseload
America's Promise Grant	Jan '17 – July '21	132
NDWG Hurricane Irma	Sept '17 – Sept '21	152
FloridaMakes Aeroflex Pre-Apprenticeship	Jan '19 – March '21	5
NEG Brevard Recovery Works	Apr '19 – March '22	59
NDWG Hurricane Dorian	Jan '20 – March '22	22
Completed Grant Programs		
SPNEG AIM	July '15 – June '18	7
NDWG Hurricane Matthew	Dec '16 – Sept '19	50
Soft Skills	July '17 – June '19	219
Nursing Career Pathway	Nov '17 – June '19	36
Pre-Apprenticeship Expansion	Apr '18 – Dec '20	20
RISE	Jan '19 – June '20	15
NDWG Hurricane Maria	Jan '19 – Sept '20	36
TOTAL		753

The Contractor will provide case management, career assessment and counseling; place applicants into jobs; provide financial aid for education and supportive services; and keep accurate, up-to-date, complete records of the services and financial aid provided to customers.

Contractor services also include, but are not limited to:

- 8.1. Conduct standardized, orientations at all CSBCC's to inform jobseekers of the array of services offered and include overviews of the processes and procedures customers can

expect as well as program specific requirements. Currently, a self-paced online presentation available on the [CSB website](#) is used to help facilitate these orientations as a means to ensure a consistent message and quality delivery at each CSBCC as required by customer flow and customer demand. It is the Contractor's responsibility to continuously review the presentation for accuracy and to provide updates and revisions and/or replacements to CSB for review, approval and uploading to the website. All videos and presentations require CSB approval prior to release.

- 8.2. Specialize in assisting the long-term unemployed, individuals with barriers to employment including those individuals with disabilities; individuals who receive public assistance or are otherwise low-income and/or are basic skills deficient; individuals who are currently employed and seek to enhance or change their present positions; first time entrants into the labor market; and workers who have been dislocated due to company closings or reductions.

8.2.1. Develop Individualized Employment Plans (IEP) to identify the employment goals, appropriate achievement objectives, and appropriate combination of services to achieve employment goals for each customer.

- 8.3. Career Centers must provide basic career services in accordance with WIOA that offer universally accessible (self-serve) resources including the following assistance to job and training seeking customers:

- Ensure that jobseekers can understand and work with the Employ Florida (EF) system including the full registration and the ability to use the EF tools to conduct a competent job search.
- Eligibility determination
- Skills assessment
- Labor exchange services
- Provision of information on programs and services and program referrals
- Career, job and labor market information
- Computer applications software
- Resume writing software
- Career exploration software
- Job, career, and skill self-assessment tools
- Career planning information
- Job search information
- Interviewing information
- Information on job retention

- 8.4. Individualized career services must be provided to participants after CSBCC staff determine that such services are required to retain or obtain employment, consistent with any applicable statutory priorities. Generally, these services involve significant staff time and customization to each individual's need. Individualized career services include services such as: specialized assessments, developing an individual employment plan, counseling, work experiences (including transitional jobs), etc.

- 8.5. Follow-up services must be provided for adults and dislocated worker participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. One type of follow-up service highlighted in WIOA is to provide individuals counseling about the workplace. Follow-up services do not extend the date of exit in

performance reporting; for more information on performance reporting see TEGL 10-16. Youth and other specialized grants also require follow-up services.

- 8.6. Develop a career pathways framework for CSB by forming a system-wide approach to career pathways that has the following key elements:
 - 8.6.1. Provides multiple entry and exit points along a continuum of increasing skills, competencies and credentials informed by industry/employers;
 - 8.6.2. Links adult basic and remedial education with occupational skills training;
 - 8.6.3. Includes strategies to serve hard-to-employ populations, including unemployed & underemployed individuals
 - 8.6.4. Increases access to career and technical education programs for special populations, including individuals with disabilities.
 - 8.6.5. Ensures that career pathway programs are designed and implemented in a manner that leads individuals to a post-secondary degree or certification in a high-skill, high-wage, and high-growth or emerging field;
 - 8.6.6. Prioritizes work-based learning opportunities for customers in partnership with regional business and industry.
- 8.7. Work collaboratively with partner organizations to deliver supportive services, including soft skills, case management, mentoring, work supports, and other services designed to help individuals succeed.
- 8.8. Work collaboratively with partners to ensure that the education and training results in an industry-recognized certificate or credential, and/or credits, and/or a degree relevant to the targeted industry sector.
- 8.9. Demonstrate American Disabilities Act (ADA) (42 U.S.C., 12101 et seq.) compliance and conduct all activities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1975, as amended, which prohibits discrimination against qualified individuals with disabilities. The ADA prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and in telecommunications.
 - 8.9.1. Contractor will designate a Disability Services Coordinator (DSC) for each CSBCC location who shall become familiar with all facets of serving the disabled population; act as a liaison with the CSB Disability Program Manager and/or Equal Opportunity Officer (EEO); and research, identify, and report in writing to CSB any ADA compliance discrepancies for all customers at each CSBCC location. DSC's shall be identified at each CSBCC by name with a placard prominently displayed in the front entrance reception area of each CSBCC. DSC's are required to successfully complete training / certification as a Community Partner Work Incentive Coordinator (CPWIC) through Virginia Commonwealth University (VCU) within 365 days of assignment as a DSC.
- 8.10. Using CSBCC resources and staff, meet all requirements and serve as an Employment Network (EN) for the Ticket to Work and Self-Sufficiency Program (42 U.S Code Chapter 7 Subchapter XI Part A 1320b-19) in accordance with Social Security Administration requirements. Accept, assign and produce milestone outcomes for jobseeker tickets in accordance with goals established by CSB.

- 8.10.1. Assist in increasing business participation in the [Florida Unique Abilities](#) program which recognizes businesses that employ individuals who have a disability as well as businesses that support the independence of individuals who have a disability.
- 8.11. Refer customers who experience domestic violence, substance abuse, or mental health issues to specialized services. Ensure that at least one staff member at each CSBCC site will have specialized skills to recommend assistance to victims of domestic violence.
- 8.12. Refer Customers with learning disabilities to partnering agencies for specialized assessments and services in addition to those services provided at CSBCC.
- 8.13. Contractor will be responsible for the case management of customers and will be responsible for all decisions related to each case including, monitoring of job search activities, arranging additional assessment and testing, and referring customers for supportive and other services as appropriate.
- 8.14. Training Services as defined by WIOA Section 134(c)(3)(D) and WIOA Final Rule 680.200 are services designed to equip individuals to enter the workplace and retain employment. A measure of success is the placement and retention of the customer into a training-related job.
- 8.14.1. Contractor is required to facilitate access to Training Services including, but not limited to, the following:
- Occupational skills training, including training in non-traditional jobs
 - On-the-Job training
 - Programs that combine workplace training with related instruction
 - Training programs operated by the private sector
 - Skills upgrading and retraining
 - Entrepreneurial training
 - Job readiness training
 - Incumbent Worker Training
 - Transitional Jobs
 - Customized training
 - Financial literacy education
 - Adult education and literacy activities in combination with services described above
- 8.14.2. A Scholarship Unit (SU) serves as a catalyst for providing financial aid for training and supportive services to eligible customers. The SU reviews and approves all training and supportive services. The SU is comprised of senior contractor and Board staff who review the information compiled by the front-line staff to ensure that the training opportunity is appropriate and a good investment of public funds. Each member of the SU votes independently. The SU process is conducted electronically and allows SU members to ask questions of the front-line staff and receive clarification before casting their vote. CSB currently allocates an average of \$1,200,000 per annum to Scholarship Unit funding. The Contractor will provide oversight and be responsible for convening the SU and will manage a variety of customer training requests including, Individual Training Accounts (ITA's), Work-based Training (On-the-Job Training & Work

Experience), Transitional Jobs, Employed Worker Training, Customized Training and Support Services. Responsibilities include, but not limited to the following:

- 8.14.2.1. Submit scholarship applications on a timely basis for training fund approval and closing accounts upon completion.
 - 8.14.2.2. Supply accurate and complete customer information in to the SU's decision-making process.
 - 8.14.2.3. Provide accurate and objective assessment information, comprehensive, fully developed career plans, customer's financial attributes, and comprehensive case management insights concerning the customer.
 - 8.14.2.4. Ensure that skills training is market driven with priority given to high wage/high demand occupations on the Regional Targeted Occupation List (RTOL) and identified by CSB.
- 8.15. Additionally, Respondents to this subsection must outline other career services they intend to provide to customers seeking to obtain or retain employment and include proposed performance metrics and outcomes for earning award fee for these services. Examples may include, but are not limited to:
- Short-term pre-vocational services such as communication skills and interviewing skills
 - Workforce preparation activities
 - Financial literacy
 - Job retention skills and coaching
 - Basic Computer Skills
- 8.15.1. Provide an evaluation plan including benchmarks, data collection points, and proposed analyses you propose to implement.

9. SCOPE OF SERVICES - WELFARE TRANSITION (WT) & SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)

The Welfare Transition Program is Florida's plan for providing eligible families with services that will assist them in becoming self-sufficient. It requires individuals receiving Temporary Assistance for Needy Families (TANF) Temporary Cash Assistance (TCA) payments to participate in work activities and move toward economic self-sufficiency. The program serves three major groups:

- Applicants - individuals who must register for work in order to be eligible for TCA.
- Mandatory Participants – individuals who receive TCA are required to participate
- Transitional Participants – former TCA recipients who are working but need additional assistance

The Florida Welfare Transition Program enables welfare recipients to move from welfare to work by emphasizing work, self-sufficiency and personal responsibility. Florida recipients of temporary cash assistance must register for work and participate in assigned work activities.

Florida has an integrated workforce system designed to engage jobseekers, including food stamp recipients, in activities geared towards helping individuals gain skills, gain employability, and connect them to employment opportunities.

Customers apply for TCA through the Department of Children and Families (DCF) ACCESS

system. Once an application is made, DCF interviews the applicant and screens each family for benefits as well as their work participation requirements. If during the interview DCF determines the applicant is required to register for work they will provide the applicant with instructions on how to access the One Stop Service Tracking (OSST) system if they have access to a computer or provide them with information on the nearest one-stop career center.

Contractor-provided services include Job Search, Preparation, and Placement; Education and Training; Case Management and Counseling; Subsidized Child Care; Transportation Assistance and Relocation Assistance. Families who receive temporary cash assistance are automatically eligible for services.

- 10.1. The following two major elements are required:
 - 10.1.1. Orientation or Program Overview; and
 - 10.1.2. Intake/Screening for:
 - Domestic Violence
 - Medical limitations
 - Substance Abuse and Mental Health
 - Up-front Diversion
- 10.2. Additionally, CSBCC Contractor staff provides job skills training, GED training, work experience programs, childcare and transportation assistance to low-income families with children including:
 - Individuals receiving TANF that are subject to the Welfare Transition work requirements who have been referred by the Department of Children and Families (DCF)
 - Former TANF recipients who are eligible for transitional benefits
 - Individuals who are eligible for TANF but are not on TANF
 - Non-custodial parents of the children of Welfare Transition program customers
- 10.3. Contractor will refer to partner agencies eligible youth customers for additional services associated with teen pregnancy prevention and assistance for teen parents.
- 10.4. Contractor will be required to consistently monitor and track Welfare Transition customers' progress for the purpose of determining non-compliance with the Welfare Transition Program's participation requirements. While front line staffing specialists provide WT assessment and case management, the Contractor will be responsible for reviewing case files for completeness, and monitoring and tracking WT customer compliance. Compliance is tracked from the first date of expected participation through completion of all planned activities, including employment retention. Non-compliance requires the Contractor to make any recommendations to the DCF on sanctioning in accordance with State guidelines.
 - 10.4.1. Provide an evaluation plan including benchmarks, data collection points, proposed analyses and persons/positions accountable for the compliance monitoring you propose to implement.
- 10.5. Florida's Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) program is designed to help Able-Bodied Adults without Dependents (ABAWD) gain skills, training, and/or work experience that will increase their ability to move directly into employment. The SNAP is an integrated part of the workforce system established in Florida Statutes Chapter 445 and the Contractor is responsible for engaging food stamp recipients at the local level through the CSBCC's.

- 10.5.1. An ABAWD is an individual who is between the ages of 18-49, does not have dependents, and does not meet an exemption outlined in 7 Code of Federal Regulations (CFR) 273.7(b) or an ABAWD exception outlined in 7 CFR 273.24(c).
- 10.5.2. The Department of Children and Families (DCF) determines food stamp recipients' eligibility for benefits. DCF refers SNAP applicants, to include zero benefit households, to the SNAP E&T program, if they meet the criteria for mandatory participation
- 10.5.3. Contractor will be required to offer employment services to SNAP recipients who:
 - Respond to an *outreach letter* issued by DCF,
 - Request workforce services as a result of:
 - Formal or informal referral from community partners;
 - Internet Information;
 - Word of mouth information regarding program; and,
 - Regional outreach by CSB.
- 10.5.4. Contractor will ensure program components are meaningful and enhance the employability of individual food stamp recipients and will engage SNAP recipients in one or more of the following components:
 - Job search;
 - Job search training;
 - Work experience;
 - Education and training;
 - Employment Retention Services to participants who gain employment after engaging in a qualifying program activity. This can include support services such as transportation, work related clothing/uniforms, testing fees, tools, supplies and equipment.
- 10.5.5. ABAWDs who are job ready and assigned to job search will be connected with the universal services offered through the Wagner-Peyser program to assist with continued skill building through employability skills workshops and job search, referral, and placement assistance.
- 10.5.6. Participants in the Temporary Assistance for Needy Families (TANF) work program or the Welfare Transition (WT) program are not eligible to participate in the SNAP E&T program.
- 10.5.7. SNAP performance Measures include:
 - Number of participants who completed online job search or job search training
 - Percent of ABAWD's who completed job search or job search training and obtained employment
 - Number of participants who completed WIOA basic core skills to reduce barriers to employment for low income individuals (i.e. assessments, development of employment plans, soft skills, workshops, work experience-based training)
 - Percent of participants who completed WIOA basic core skills and obtained employment

10. SCOPE OF SERVICES - YOUNG ADULT (YOUTH) SERVICES

Contractor will provide Young Adult/Youth Services as prescribed in WIOA Title 1, Subtitle B - "Workforce Investment Activities and Providers", Chapter 2, §129, USDOL WIOA Final Rule at 20 CFR Part 681 and TRAINING AND EMPLOYMENT GUIDANCE LETTER WIOA NO. 21-16 OPERATING GUIDANCE No. 21-16, "Third Workforce Innovation & Opportunity Act Title I Youth Formula Program Guidance.

WIOA emphasizes providing high quality services for youth and young adults beginning with career exploration and guidance, providing continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education. WIOA also emphasizes work experience opportunities. The primary focus is on Out-of-School Youth (OSY) with 75% of available funding allocated to OSY vs 25% on In-School-Youth (ISY). However, CSB has placed emphasis on OSY and historically we have been in the 80th percentile of OSY.

Out-of-school young adults must be aged 16-24, not attending any school, and meet one or more additional conditions, which could include:

- School dropout; within age of compulsory attendance but has not attended for at least the most recent complete school year calendar quarter;
- holds a secondary school diploma or recognized equivalent and is low-income and is basic skills deficient or an English language learner;
- subject to the juvenile or adult justice system;
- homeless, runaway, in foster care or aged out of the foster care system,
- eligible for assistance under Section 477, Social Security Act, or in out-of-home placement;
- pregnant or parenting;
- an individual with a disability;
- low income person who requires additional assistance to enter or complete an educational program or to secure and hold employment.

In-school young adults must be aged 14-21, attending school, low income, and meet one or more additional conditions, which could include:

- Basic skills deficient;
- English language learner;
- an offender;
- homeless, runaway, in foster care or aged out of the foster care system;
- pregnant or parenting;
- an individual with a disability;
- person who requires additional assistance to enter or complete an educational program or to secure and hold employment.

Young adult services provide a coordinated, integrated service strategy for in-school and out-of-school youth facing serious barriers to future employment. The current CSB Youth Services strategy is designed to be the one-stop contact for all youth services offered through the CSBCC's.

Contractor staff provide youth services and dedicated recruitment of young adults into CSB's NextGen Program. Recruitment includes engaging regional community and industry

organizations to participate in work experience or OJT opportunities by communicating the benefits and opportunities available through the NextGen Program.

CSB funding is intended to support the Contractor's ability to incorporate participants into existing program and service offerings including a youth employment program. Contractor will be required to manage and provide resources and designated staff for young adult services in accordance with the design and elements identified in WIOA §129(c). It is not required to provide all the following services to all participants, however Contractor must ensure the services are available to youth participants.

Preparation for and success in Employment

1. Paid and unpaid work experiences
2. Occupational skills training
3. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific operation or occupational cluster
4. Entrepreneurial skills training
5. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area (e.g. career awareness, counseling, or exploration)

Improving Education Achievement

6. Tutoring, study skills training, instruction, that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential
7. Alternative secondary school services, or dropout recovery services
8. Activities that help young adults prepare for and transition to postsecondary education and training

Support for Youth

9. Supportive services that enable an individual to participate in WIOA activities
10. Adult mentoring that includes structured activities where the mentor offers guidance, support and encouragement to the participant to develop competence and character
11. Follow-up services
12. Comprehensive guidance and counseling

Services to develop the potential of young adults as citizens and leaders

13. Leadership development activities that encourage responsibility, employability, and other positive social behaviors
14. Financial literacy education

Services provided will be creative, flexible, effective, age and culturally appropriate for youth populations in a manner that educates youth about CSBCC workforce services and the benefits these services provide for youth. Additional services include, but are not limited to, the following:

- 10.1 Collaborate with organizations to ensure an effective, streamlined youth referral/eligibility process is maintained to serve the most at-risk youth populations including youth who are out of school, aging out of foster care, offenders or at-risk of offending, or who have a disability. Current partner organizations can be found on our website: www.careersourcebrevard.com.
- 10.2 Conduct and document a comprehensive assessment of all participants, to include basic skills, occupational skills, interests, aptitude, work readiness skills, barriers and

supportive service needs in order to develop Individual Service Strategies (ISS) that include education, training and employment.

- 10.3 Facilitate a work readiness training program with out-of-school, unemployed young adults.
 - 10.3.1 Within 90 days of the initial contract period effective date, develop for CSB approval, a year-round youth employment program which includes an on-the- job work experience and incorporates the best practices of the existing CSB summer youth employment program.
 - 10.3.2 Develop a set of metrics to measure the efficiency, effectiveness and overall success of the program.
 - 10.3.3 Contractor shall complete a minimum of 4 complete program sessions each contract year thereafter subject to CSB exercising options to extend the contract period of performance.
- 10.4 Facilitate Digital Literacy Certification or equivalent training with youth customers as appropriate.
- 10.5 Serve a negotiated number of young adults during each program year including carryovers. Currently the Contractor is required to serve a minimum of 350 youth.
 - 10.5.1 Carryover youth must be actively participating in one or more of the following activities with the appropriate activity open in EFM:
 - An approved education program with expected attainment of a state recognized education credential within the new program year.
 - An approved occupational skills training program with expected attainment of an industry recognized credential within the new program year.
 - Employability Skills Training with expected completion within the new program year.

11. PERFORMANCE

A primary measure of success for any contract awarded as a result of this RFP will be the Contractor meeting the performance measures set forth in the negotiated Contract.

CSB establishes local performance measures in order to evaluate program effectiveness and achieve continuous improvement in the delivery of services. CSB is held to a level of performance the following and may be sanctioned for failing to meet a measure in two consecutive years:

- A) WIOA Primary Indicators of Performance (PIP) Measures - As stated in TEGL 10-16, Change 1, PM (Program Memorandum) 17-2, and TAC (Technical Assistance Circular) 17-01, section 116 of WIOA establishes performance accountability indicators and performance reporting requirements to assess the effectiveness of States and local areas in achieving positive outcomes for individuals served by the workforce development system's six core programs. (Adult, Dislocated Worker, Youth, Adult Education and Family Literacy, Employment Service program, and Vocational Rehabilitation). These measures are passed down from the state to the local boards and performance expectations are negotiated every two years.
- B) Continuous Improvement Performance Initiative (CIPI) Measures are established at the state level by CareerSource Florida and are used to incentivize local boards. To be eligible for incentive monies the local board must have met all negotiated levels of

performance on the WIOA Primary Indicators of Performance. The measures include Entered Employment Rate, Career Training Rate and Employer Penetration Rate. Performance expectations for these measures consist of an increase of 10% above the same period the previous year.

- C) Locally Defined Performance Measures (referred to as “Attachment F” in the established contract) are designed to be leading indicators of performance on A and B above. Attachment F measures are evaluated and performance expectations are negotiated with the Contractor annually.

Overall performance metrics and outcomes for earning award fee are driven by State negotiated measures with USDOL (PIP Measures) and CareerSource Florida (CPII measures). Local measures will include, but not be limited to, the number of staff- referred placements, entered employment, employment retention, credential attainment, and earnings. Contactor will be measured quarterly. The following table shows current measures and goals.

Elements of Contractor Performance Earnings - PY 20-21						
Measures						
Objective/Criteria	Minimum	Accelerated	1st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Customer Services						
Brand New Jobseekers with Extra Credit	1,650 per Qtr.	1,800 per Qtr.	Data Source: SQL Reports			
Customer Engagement	70%	75%	Data Source: SQL Reports			
Entered Employment Rate/Positive Outcome						
Adults	90%	95%	Data Source: SQL Reports			
Dislocated Workers	90%	95%	Data Source: SQL Reports			
Youth	90%	95%	Data Source: SQL Reports			
Welfare Transition*	33%	38%	Data Source: Monthly Management Report			
Wagner Peyser	37%	40%	Data Source: SQL Reports			
Short Term Veteran	38%	42%	Data Source: SQL Reports			
Average Wage at Placement						
Adult	\$17.01	\$17.73	Data Source: SQL Reports			
Dislocated Worker	\$18.59	\$19.31	Data Source: SQL Reports			
Youth	\$10.90	\$11.15	Data Source: SQL Reports			
Welfare Transition*	\$10.01	\$10.65	Data Source: Monthly Management Report			
Wagner Peyser	\$11.44	\$12.15	Data Source: SQL Reports			
Retention at 12 Months						
Adult	80%	85%	Data Source: SQL Reports			
Dislocated Worker	80%	85%	Data Source: SQL Reports			
Youth	72%	75%	Data Source: SQL Reports			
Measurable Skills Gain						
Adult	55%	60%	Data Source: SQL Reports			
Dislocated Worker	55%	60%	Data Source: SQL Reports			
Youth	55%	60%	Data Source: SQL Reports			

Elements of Contractor Performance Earnings - PY 20-21						
Measures						
Objective/Criteria	Minimum	Accelerated	1st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Quality of Referrals						
Referral to Placement Ratio by Jobseeker	45%	50%	Data Source: SQL Reports			
Training Services						
PFM Career Training Services	55%	60%	Data Source: SQL Reports			
Grants and Special Projects Measured Annually						
Performance on Special Projects and Grants	N/A	N/A	Data Source: Program Manager Reports			

Tools/Reports available to Contractor with regards to Performance Measures include, but are not limited to:

- [Monthly Management Report](#): Designed, calculated, produced and maintained by the state, and available on-line by the 21st of every month for the previous month.
- On Demand reports are available on the CareerSource Board Intranet to track results for the local performance measures. These reports are designed with input from the contractor and maintained by Board staff.
- [The Primary Indicators of Performance Report](#) – are designed and maintained by the state and are available here:

The contractor is encouraged to establish leading indicator performance measures for staff to ensure an understanding of what drives performance and how their actions impact the results.

12. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text of the solicitation provision may be accessed electronically at the following addresses. This address list is not inclusive, and it remains the responsibility of each Respondent to research the related laws and regulations of prevailing legislation.

- [United States Code](#)
 - [Code of Federal Regulations \(CFR\)](#)
 - [Federal Register \(FR\)](#)
 - [Federal Statutes \(FS\)](#)
 - [Department of Economic Opportunity \[DEO\] \(State Workforce Board Guidance, Policy, Memoranda, Communiques, Monitoring Tools, Etc.\)](#)
 - [Executive Orders \(EO\)](#)
 - [Office of Management and Budget \(OMB\)](#)
 - [US Department of Labor/Employment & Training](#)
-
- Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and with Commercial Organizations, and other International Organizations. (29 CFR Part 95 et al)

- Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, *et. seq.*) and associated Final Rules).
- Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)
- Hatch Act (5 USC 1501-1508 and 7328)
- USDOL-ETA, TEGL 5-06, Implementation of Public Law 109-234, Section 7013, which limits salary and bonus compensation of recipients and subrecipients of funds appropriated to the Employment and Training Administration and states that funds shall not be used to pay the salary and bonuses of an individual, either as direct or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.
- USDOL-ETA, TEGL 15-14, Implementation of the New Uniform Guidance Regulations
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Part 200, *et. al.*)
- Purchase of American-Made Equipment and Products (PL 103-333 §507)
- Public announcements and advertising (PL 103-333 §508)
- Audit Requirements for Grants, Contracts and Other Agreements (29 CFR, Part 96)
- Effect of Judgement Lien on Eligibility for Federal Grants, Loans or Programs (28 USC §3201(e))
- New Restrictions on Lobbying (31 USC § 1352, 29 CFR part 93, FS 216.347)
- Debarment and Suspension (Subpart C of 2 CFR Part 1326, and 29 CFR 98, 45 CFR 74 and EO 12549 and 12689)
- Inspector General Act of 1978 (5 USC App.3 § 1 *et seq.*)
- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A., Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)
- Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812)
- False statements (18 U.S.C. §§ 286 and '1001)
- False Claims Act (31 U.S.C. 3729 *et seq.*)
- Public Entity Crimes (FS 287.133)
- Confidential Records (FS 119.021)
- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401)
- Clean Air Act (42 U.S.C. §§ 7401 *et seq.*)
- Clear Water Act (33 U.S.C. §§ 1251 *et seq.*)
- Safe Drinking Water Act, as amended (PL 93-253)
- Environmental Protection Agency regulations (40 CFR part 15)
- PL 91-190 and EO 11514 National Environmental Policy Act; EO-11738, EO 11988, 16 USC 1451 *et seq.* Coastal Zone Management Act; PL 94-163 Energy Policy and Conservation Act, Energy Efficiency; Endangered Species Act PL 93-205: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Act.
- Resource Conservation and Recovery (PL 94-580 as codified at 42 USC 6962)
- Environmental Tobacco Smoke (PL 103-227 Part C)
- Pro-Children Act (20 USC 6083 and Public Law 103277)
- Trafficking Victims Protection Act of 2000 (2 CFR 175)
- Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
- Equal Employment Opportunity (EO 11246, as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")
- Civil Rights Act of 1964 Title IV as amended (42 USC 2000d *et seq.* and 42 USC section 3601 *et seq.*)
- Rehabilitation Act of 1973 as amended (29 USC 794, Section 504)
- Education Amendments of 1972 Title IX as amended (20 USC 1681 *et seq.*)
- Age Discrimination Act of 1975 as amended, (42 USC 6101, *et seq.* Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 USC 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.)
- Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR, Part 37 Implementation and 45 CFR Part 80)
- American with Disabilities Act of 1990, as amended (42 USC 126 and 47 USC 5, and Public Law 101-

- 336)
- Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance (42 USC 9849)
 - Florida Department of Economic Opportunity/Workforce Florida, Inc. – Applicable Regional Workforce Guidance, Policy, Memoranda, and Communiqués, as amended
 - Brevard Workforce Board Policy, Guidance, Memoranda, and Communiqués, as amended

PROPOSAL INFORMATION

13. PROPOSAL SCHEDULE

The following schedule represents CSB's the intended schedule that shall be followed. CSB reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. All communication from CSB pertaining to this RFP will be posted on the [CSB website](#).

Unless otherwise specified, the time of day shall be from 8am to 5pm Eastern Daylight Savings Time (EDST).

Activity	Date & Time
RFP Issued	February 8, 2021
Questions/Clarifications Submitted to CSB	March 1, 2021 Questions will be accepted until 2 p.m. <i>Submittals past this period will not be responded to.</i>
Responses posted on CSB Website (link listed above)	March 4, 2021
Proposals Due to CSB	March 12, 2021 no later than 12 p.m.
Virtual Public Opening of Proposals	March 15, 2021 9 a.m.
Recommendations/best value determinations submitted for CSB approval	April 22, 2021
CSB Approval	April 29, 2021
Notice of Intent to award posted on CSB Website (link listed above)	April 29, 2021
Anticipated negotiations	May 3 – May 31, 2021
Anticipated transition planning and contract execution	June 1 – June 30, 2021
Commencement of Effort	July 1, 2021

Proposals and Notices are to be submitted to:

Jana Bauer, Program and Contracts Officer
Brevard Workforce Development Board Inc., d/b/a CareerSource Brevard
297 Barnes Blvd.
Rockledge, FL 32955
ATTN: RFP CSB20-600-001

Virtual Public Opening of Proposals

Members of the public are invited to dial in to 321-394-4800, meeting ID: 0696 on Monday, March 15, 2021, at 9 am for the public opening of the proposals.

14. PROPOSAL INQUIRIES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following CSB posting the notice of intent to award on the CSB website address indicated below (excluding Saturdays, Sundays, and holidays) any CSB or CSB employee, officer, or member of the board of directors concerning any aspect of this solicitation, except in writing to the CSB Program and Contracts Officer noted above. *Violation of this provision may be grounds for rejecting a proposal.*

The questions must be sent via e-mail to the point of contact by the date indicated above. No telephone calls will be accepted. Inquiries submitted after the period specified above will not be addressed. Please refer to the RFP number and title in the email subject line. All attempts will be

made to post questions received by the due date and the corresponding answers on the [CSB website](#) by the date indicated above. No verbal or written information that is obtained other than by information in this document or by addendum to this RFP will be binding on CSB.

Questions are to be submitted in writing to jbauer@careersourcebrevard.com.

15. PROPOSAL NOTICES, ADDENDA AND COMMUNICATIONS

CSB will post all notices and addenda relative to this procurement on the [CSB website](#). An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.**

Electronic Posting of Notice of Intent to Award. Subject to Board approval, on the date indicated on the Schedule, CBS shall electronically post a notice of intended award at the link above. If the notice of award is delayed, in lieu of posting the notice of intended award, CSB shall post a notice of the delay and a revised date for posting the notice of intended award. CSB shall not provide notices of award by any other means.

16. PROPOSAL PREPARATION AND FORMAT

All Respondents should be cognizant that the Board is committed to the delivery of services within the context of WIOA principles and DWG funding requirements. Respondents are encouraged to submit modern, innovative approaches to business processes, staffing methods and levels that will provide the best solution to meeting performance outcomes on time and within budget. Proposals should address each of the points listed below to demonstrate that the Respondent has the experience, expertise and ability to operate multiple one-stop career service centers.

All proposals must be assembled in three (3) inch ring binders, with the appropriate tabs according to the following outline. Tabs must be clearly marked, and all narratives, corresponding attachment(s) and documentation must be placed behind the tab. Proposals must be in compliance with page limitations noted. All narratives must be on 8 1/2" x 11" plain white paper with margins of 1" on each side. All narratives must utilize 12-point font size and must be printed on one side only. Charts and tables must utilize a minimum of 10-point font. It is expected that the narrative responses will be labeled according to their corresponding question(s) below.

The proper binder format includes:

1. Page 1 – Cover Sheet (Attachment A)
2. [TAB] Organizational, Administrative, Fiscal Capacity and Past Performance.
 - Corresponding narrative (limit 20 pages)
 - Past Performance (Attachment B)
 - Copy of most recent audit and financial statement(s) – **Provide two copies each, only necessary to include with the original and on the digital version.**
3. [TAB] Service Delivery/Operations
 - Corresponding narrative (limit 20 pages)
4. [TAB] Management and Staffing
 - Corresponding narrative (limit 20 pages)
5. [TAB] Budget
 - Corresponding narrative (limit 5 pages).

- Budget Template (Attachment C)
 - Provide two (2) copies of your cost allocation plan [CAP] if one is used. ***It is only necessary to include the CAP with the original and on the digital version.***
6. [TAB] Representations and Certifications
- ***Only necessary to include with the original and on the digital version.***

[TAB] Organizational, Administrative, Fiscal Capacity and Past Performance: Limit 20 pages

Organizational Information

- 16.1.1 Provide an organization chart that shows geographically how your organization operates.
- Provide a list of key staff for your organization. Identify the principals and leadership and briefly describe their responsibilities, experience and length of service with your organization. Who controls the management of your organization?
 - What principals, if any, would be assigned to work on the CSB contract?
- 16.1.2 Please quantify or describe your executive staff's on-site presence through the transition period, if applicable, and throughout contract management.
- If a local presence is not currently established by the organization, please describe the intended plan for local presence.
- 16.1.3 Provide a brief description and history of your organization.
- How long has the organization been providing services?
 - Describe how offering services in response to this RFP will fit into the organization's business plan and long-range plan.
- 16.1.4 CSB expects the majority of work performed under this contract to be done directly by the Contractor. However, CSB understands subcontracting certain portions of work, at certain times, is desirable from both a CSB and industry standpoint in order to enable the companies involved to complement each other's unique capabilities; and offer CSB the best combination of performance, cost, and delivery. CSB will recognize the integrity and validity of contractor/ subcontractor arrangements; *provided*, the arrangements are identified, and company relationships are fully disclosed in the offer. CSB will not normally require or encourage the dissolution of contractor/subcontractor arrangements. However, CSB reserves the right to approve any subcontractors for the Contract and to require the successful Respondent, upon award of the Contract, to replace subcontractors that CSB finds to be unacceptable. No subcontract will be approved unless the Respondent provides a written guarantee with its proposal that the Respondent's firm will be contractually obligated to assume all contract responsibilities. Subcontractors are to be considered a direct expense payable by the Contractor. No Contractor mark-up will be allowed for subcontracted services. The Contractor shall be fully responsible for contract performance, regardless of any arrangement between the Contractor and its subcontractors.
- Does the Respondent intend to utilize subcontract any portion of the work identified in Sections 6-10? If yes, please describe the reason for using the subcontractor(s), the specific role each subcontractor will play in the project, and the relationship between the Respondent and the subcontractor to be maintained during the term of the contract.

- Any work contemplated to be subcontracted shall be sufficiently detailed in the proposal as to subcontractor/firm name, address, contact person, qualifications of the subcontractor, a complete description of the work to be subcontracted, cost of the subcontracted work, and the measures in place by the Contractor to assure that contract performance will be met.

Financial and Administrative

- 16.1.5 Describe your organization's financial and administrative experience and capabilities. Include in that description the organization's experience in managing and accounting for multiple federal, state and local funding sources in accordance with General Accepted Accounting Principles (GAAP), subcontracting experience if applicable, and conducting self-monitoring for contract performance and compliance.
- Describe how the organization will financially support the costs of doing business until an invoice can be submitted and paid by CSB. Note that the time lag between disbursement and reimbursement is normally 30 days but can take up to 60 days and under some circumstances monthly disbursements can average \$350,000.
 - Include a brief description of your financial stability and any comments you wish to make about your credit rating, your payment policies and any recognition you may have received from accrediting or other bodies for organization or financial excellence. Provide descriptions of the administrative and financial management capabilities of the organization. How will contracted funds be kept separate from other funds? How will financial information be made available for monitoring and auditing purposes? What are the qualifications of the organization's key program management and financial staff and to what extent will they be involved with this project?
 - Include a copy of your organization's most recent audit and audited financial statements. (Excluded from the 20-page count limit).
- 16.1.6 Describe the financial and administrative capacity of your organization to account for funds, property, and other resources.
- Note that minimum requirements include the ability to segregate and track costs by funding streams and/or program and provide monthly and cumulative cost data. It should also be noted that grant periods of performance are not standardized and may result in varying start and ending dates for programs during the term of a contract and that data will be required in Microsoft Excel format.

Past Performance

- 16.1.7 Complete the Past Performance Table, **Attachment B** [excluded from 20-page count but does have limitations noted on form]. The form requires you to briefly describe past and current activities or programs managing federally-funded workforce development programs over the past 10 years that are similar in size, scope and relevance to those requested in this RFP which demonstrate your capability to serve as a one-stop operator and where there is documented success in participant outcomes for training program completion and or credentialing, employment placements, and/or wage increases.
- Briefly describe what workforce development services you now provide to employers and jobseekers.
 - Include any experience in providing combined adult, dislocated worker, youth, welfare transition services, SNAP and other specialized programs in a one-stop

environment.

- Include specific data on outcomes achieved to demonstrate your ability to meet contractual performance standards for WIOA services or comparable programs. The same information should be supplied for any proposed subcontractors.

[TAB] Service Delivery/Operations: Limit 20 pages

CSB is committed to the delivery of services within the context of the WIOA principles: streamlining services through a One-Stop service delivery system; empowering individuals through information and access to training services; providing universal access to employment related services; increasing accountability (i.e. improving jobseekers' employment retention and earning, improving the quality of the workforce, sustaining economic growth, enhancing productivity, and reducing welfare dependency); and improving youth programs by linking them more closely to local labor market needs and community youth programs and services, and ensuring strong connections between academic and occupational learning.

It is the objective of CSB to place the maximum amount of resources at points in the system where customers are directly served.

Specific questions Respondents should address regarding these services are indicated below.

- 16.2.1 Describe your understanding of the workforce need of employers in Brevard County and how you would leverage all the system resources to best help Brevard County employers meet their human resource needs and job seeking individuals build careers?
- Describe the strategies your organization will implement that will provide innovative solutions to employers' workforce concerns. Describe your strategies for assisting jobseekers find jobs which lead to self-sufficiency.
- 16.2.2 Explain the depth of your organizations knowledge and experience, and those of your proposed partners as applicable, with WIOA and/or its predecessor the Workforce Investment Act (WIA).
- Include experiences in providing training, employment and case management similar to those described in this RFP.
 - Include other programs and services currently conducted by CSB in the One-Stop Operations.
- 16.2.3 Describe, in detail, any previous evidence and background experience in serving target populations, identified in Section 5, Background, WIOA, and provide a comprehensive explanation of strategies that will be used to remove or mitigate individuals' barriers to training and employment.
- Describe any experience working with customers of special populations including, but not limited to; mental health, substance abuse, re-entry, mature workers. Describe any customized programs or services offered to all special populations that apply.
 - Respondent may also choose here to provide information about other populations not covered.
- 16.2.4 Explain your organization's plans for reaching out to and recruiting new clients for workforce services in Brevard County to meet employer needs.
- Discuss specific message vehicles and activities you will use, as well as the expertise of the specific staff members who will be responsible for initiating and following through on these activities.

- Please include specific innovative actions, plans or ideas for increasing the number and quality of jobseekers completing a full registration in Employ Florida.
- 16.2.5 Describe your customer in-take process. What is accomplished during the first visit? What engagement occurs so that staff learn about the customer's goals and customer's leave with a great understanding of the programs offered?
- 16.2.6 How will you assure that front line staff has sufficient skills and knowledge to recognize and offer the services that will help each employer and jobseeker reach their employment goals? In your answer list some of the particular skills and/or knowledge you expect from staff employed by the contractor.
- 16.2.7 Describe service delivery quality improvement policies and procedures used by your organization.
- Be specific in describing the methods used to collect information on services, staff assessment, and how the organization responds to areas needing improvement. Provide examples of recent, successful, best practices, transformations or innovations introduced into the organization to promote quality.
 - Quality Improvement. Other than staff training, describe the quantitative and qualitative tools that the organization will use to implement a continuous improvement model of career center services as described under Section 6, Scope of Services - General, Paragraph 6.22 above, to determine quality of performance in services and programs, reduce findings and observations, and meet performance measures.
 - i. Include a description of your methods for collecting, analyzing, and using data to inform program decisions, outcomes, and deliverables to improve services, programs and meet monitoring standards to maximize their quality and outcomes. List specific instances where you have used these tools and provide their outcomes. [View Current State of Florida monitoring review tools](#). It should be noted that these criteria are subject to periodic change based on State priorities and policy.
- 16.2.8 Describe what best practices you will employ that will directly impact efficiency, streamlining of services, and meeting performance measures.
- Discuss your organization's approach to staff assessment, education and training in relation to how you will manage performance outcomes.
 - Include any additional indicators of performance not noted in Section 11, Performance, of this RFP that you have experience managing and believe to be relevant to this RFP.
 - Briefly describe your success and lessons learned in meeting performance measures in contracts of a similar nature to this RFP.
 - Describe the strategies to be implemented to ensure federal and state performance standards and local objectives will be achieved if awarded a contract as a result of this RFP.
 - Describe how monthly reports will be submitted.
- 16.2.9 A key component to Rapid Response is assisting with the re-employment of laid-off workers as rapidly as possible.
- Describe your plans, strategies and employee transition services to deliver Rapid Response services.
 - Include specifically what you plan to offer businesses and discuss your

- organization's ability to provide appropriate workshops to employees of a company that has requested these services.
- Include the methods to be used to engage and assist with persons receiving or nearing the end of Reemployment Assistance payments so that they can return to work.
- 16.2.10 What specific transition plan(s) will you use to ensure that customer services are not interrupted and that performance measures are continuously met during a transition time for a new contractor?
- Detail the action steps, strategies and timelines with specific dates for transitioning the services requested under this RFP.
- 16.2.11 CSB has identified healthcare, manufacturing, IT, aviation and aerospace as in-demand industry sectors. Providing training and work-based experiences leading to sustained employment in in-demand sectors and emerging careers is a priority of CSB.
- Describe how you will identify and recruit the best candidates for this training and work experience.
 - Describe how you will work with employers in the demand industry sectors.
 - Provide examples of successful best practices of each.
- 16.3.3 In the current economy, and most recently due to the COVID-19 pandemic, there is a growing need for many of our services to be provided as virtually as possible.
- Describe your current virtual services offered and practices you utilize.
 - Include any innovative ideas that focus on ease-of-use for job seeking customers.
 - Identify software that you have utilized, or plan to implement, to enhance services, assessments or outcomes for job seeking customers. Describe how you measure and determine the return on investment.
- 16.2.12 What are the standards for customer service within your organization and how will you ensure your standards will be met consistently if you are awarded a contract as a result of this RFP?
- 16.2.13 Describe any future innovations that you envision implementing should you be awarded a contract under this RFP.
- Describe how these innovations match CSB priorities, industry sectors, jobseekers and methods of service delivery.
 - Identify metrics and outcomes you propose to meet.
- 16.2.14 Describe your plans to collaborate with schools and community partners to increase your ability to recruit and serve Out-of-School young adults.
- 16.2.15 Describe your plan to incorporate career pathways and sector strategy activities in your program model.
- 16.2.16 Describe your plans to collaborate with community-based organizations including, non-profits and faith-based organizations.

[TAB] Management and Staffing: Limit 15 pages

16.3.1 Provide a management/staffing plan for each Career Center location. Include a staffing table indicating number of staff, status (full-time/part-time/seasonal/temporary), location, job function (e.g. fiscal, administrative support, etc.) and brief job descriptions for each staff position as follows. Subcontracted services should be addressed if applicable. **Job Descriptions for the current operations are in the Resources Section of this RFP.**

- Provide a description of the basic approach to the management of the contract as it relates to the coordination and implementation of the components of the scope of work above. The inclusion of an organizational process flow chart is recommended.
 - Include a description of your previous experience in transitioning/acquiring the operations of a multi-location service delivery system similar to what is required in this RFP.
 - Describe your transition communication plan to incumbent staff.
 - After reviewing the Job Descriptions for current operations under the Resource section of this RFP, please describe any modifications or differences your organization would operate under. (Not included in the 15-page count).
 - Describe the experience, training, certification, and expertise that will be required of staff including minimum qualifications.
 - Include criteria and examples of the tools used to determine suitability for the position.
 - Explain what criteria will be used to determine which incumbent CSBCC staff will remain (if any).
 - Identify and provide resume(s) of Key Staff designated to oversee the proposed service delivery model.
 - At a minimum, resumes should include education, work history, and any specialized training or certifications relevant to proposed job function. If your organization will need to hire staff as a result of being awarded a contract, please outline your plan and timeline to hire qualified staff to deliver these services and programs.
- A. Explain in detail what actions the organization will take to upgrade the skills, knowledge and abilities of its staff. Provide information on the plan for continuous learning among staff.
- B. Explain in detail what actions the organization will take to minimize attrition, staff turnover and ensure positive, professional, engaged and motivated staff. Please describe your organizational history of staff turnover and method used to reduce or manage.
- C. Submit a detailed organization chart of the proposed operation. Indicate how many people by what job title, will be assigned to each service at each geographic location. Describe your methodology for determining the optimum proportion of staff to the services identified in the proposal narrative.

16.3.2 Current average caseloads are identified in Section 8, Scope of Services – Jobseeker Services this RFP.

- Describe if there is room for growth in the number of customers that could be served if there is cost effectiveness with no loss in service quality if the number of customers/cases is increased without an increase in budget.
- Include how many customers your organization can serve effectively with your

proposed headcount.

- What was your organization's average yearly capacity in your most current contract for similar services to this RFP? What is the current caseload ratio? What is your proposed ratio?
- If there is a disparity between the number of customers that you propose serving and the number served on your most current contract for similar services to this RFP, explain how you plan on increasing and supporting the proposed capacity within the estimated budgetary constraints identified in Section 4, Contract Type and Amount, of this RFP.

16.3.4 Describe your human resources practices concerning background checks, drug screening, staff probationary periods, and the criteria of performance evaluations.

- Discuss how these practices will be applied to new hires as well as incumbent personnel.
- Include examples of all relevant tools to describe how your process and practices provide an objective assessment of the above.

[TAB] Budget

For any contract awarded as a result of this RFP, the Contractor shall supply all personnel, labor and materials necessary in performance of the contract unless otherwise indicated. All proposed project costs must be necessary and reasonable and in accordance with Federal guidelines. Determinations of allowable costs will be made in accordance with the Cost Principles, now found in the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), codified at 2 CFR Part 200 and at 2 CFR Part 2900 (Uniform Guidance-DOL specific). Respondents, whether successful or not, will not be entitled to reimbursement of pre-award costs.

If the respondent(s) is proposing to be reimbursed for a Federally Approved Indirect Cost Rate (ICR), the respondent(s) must submit a copy of the approved indirect cost plan that has been approved by the Federal cognizant agency for the organization for indirect costs to be considered for payment.

The Respondent(s) must follow the guidelines established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the Respondent(s) does not have an approved ICR, CSB reserves the right to negotiate possible indirect costs with the recipient after contract award.

This is a cost reimbursement contract that provides for the reimbursement of all allowable costs under WIOA, and any other Federal, State and local grants/programs which are approved in the contract budget. The respondent(s) must maintain the documentation necessary to support all costs and expenses, and ensure that costs are separated by funding streams and/or programs.

In preparing the budget, Respondents should take into consideration that CSB will directly pay for facility costs (rent, utilities, phones, etc.), equipment (copiers, desks, chairs, tables, etc), information technology (data lines, network development and maintenance, hardware, software, technical support, etc), customer training (tuition, books, uniforms, OJT employer reimbursements, customized training costs), and all support services for customers (such as child care, transportation, car repair, etc.). CSB will also directly pay for CSB approved job related employee training fees (not including travel, lodging or per diem which will be reimbursed in accordance with state policy) and the staff training budget will be established each program

year by CSB. Therefore, respondents should not include costs for such expenses in the budget submitted with the proposal. CSB **does not** provide systems or services to contract staff for the purpose of: asset management, time and attendance tracking; staff scheduling, payroll processing; miscellaneous financial accounting and general ledger activities, or Internal purchasing of items.

Cost proposals should clearly identify reasonable fees and other compensation directly related to services requested in this RFP. A detailed line item budget must be submitted using the format of the budget forms provided as Attachment C which can be found in the Attachments section of this RFP. Fillable Excel budget forms are provided as a separate attachment [on our website](#).

Provide a narrative explanation for each line item in the budget. **[Limit 5 pages]** The budget narrative is a representation of the overall fiscal capability of an organization. It must detail each item within every category for which funding is requested. The budget description must include how the project's proposed budget supports the stated objectives and activities along with how funds are allocated to minimize administrative costs and support direct services to customers. The budget narrative should follow in the same order as the line items in the line item budget.

The narrative should describe the following:

1. Justify each proposed expense in terms of it being necessary, allowable and reasonable. Show the method of computation (e.g., insurance = salary x 2.35%).
2. Give details of the organization's cost allocation method if one is used (e.g., prorating the cost of supplies based on the number of staff, or the cost of salaries based on time spent on each fund source allocated the contract). Provide a copy of your cost allocation plan [CAP] if one is currently used. [CAP not included in page limitation.]
3. Identify any in-kind resources/support beyond what is requested in the budget. Include each committed or proposed source of funding and the amount of that funding. If your agency has an approved indirect cost plan and you are not proposing to be reimbursed for indirect costs, provide this amount as an in-kind contribution.
4. State what contingency plans are in place to repay CSB in the event that there are any disallowed costs as a result of an audit or monitoring review.
5. If funded, what percentage of the organization's total budget will this contract represent?
6. What strategies will be used to ensure level expenditures throughout the program year?

The following definitions are applicable to budget line items:

- Wage/Salaries: Staff salaries and associated fringe benefits that are necessary for direct service delivery. Personnel expenses do not include subcontracted professional services or staffing (these costs should be allocated to the Other Direct Cost category). While staff performing some administrative functions is allowable, positions that are fiscal, managerial or administrative in nature should be allocated to the Indirect Cost category.
- Other Direct Costs: Program costs that are necessary to run the program, including general consumable materials and supplies, subcontracts, travel, insurance and other related direct costs such as professional services (accounting/payroll) purchased from vendors (as opposed to subcontractors) are included in this category. CSB establishes an annual budget for costs related to small equipment purchases (e.g. calculators, earphones, recorders, etc.). Purchases will be reviewed for cost effectiveness, allowability and reasonableness.
- Award Fee: Cost-plus-award fee (CPAF) contracts include an estimated cost and an award fee amount that is paid based upon periodic subjective evaluations of contractor performance. The available award fee pool is negotiated and will be included in the contract. However, the actual

award fee earned by the Contractor is determined by CSB's assessment of the Contractor's performance. Criteria for contract performance will be included in the contract, and the Contractor is judged on how well it performs in relation to those criteria. While the Contractor can comment on CSB's evaluation it cannot dispute the score and the resulting award fee determination and is not subject to Disputes clause procedures. The Contractor can earn any amount of award fee, from all of the award fee pool to none of it. A Contractor will not be paid any award fee for less than satisfactory overall performance.

For-profit proposals must include a narrative of the proposed award fee along with the proposed deliverables that must be met before award fee will be paid to the organization. The sum of the proposed award fee should reflect the character and difficulty of the contract effort. Deliverables may be broken down into smaller increments of the total effort in order to receive an award fee payment at predetermined achievement points. If applicable, please provide the details in your narrative.

CSB consideration of the proposed award fee will be given to the complexity of the work to be performed, the proposed deliverables to be met, and the risk borne by the contractor to meet the deliverable criteria.

17. PROPOSAL SUBMISSION

To be considered responsive, one original hard copy proposal clearly marked "Original", and 6 copies marked "Copy" plus one digital (CD or thumb drive) version of the proposal clearly marked with the Respondents business name and the RFP Number, must be received at the CSB administration offices no later than the due date and time shown in the Proposal Schedule above. **Faxed or emailed proposals will not be accepted.** CD or thumb drives will not be returned.

Given the predominance of Microsoft Office in the market, CSB relies on Microsoft Office to conduct day-to-day operations. Respondents are required to submit their proposals using software that is completely compatible with, at a minimum, Microsoft Office 2007. Compatibility means CSB staff will NOT have to go through extra steps to view documents.

All proposals received will be recorded in with the date and time of receipt. Proposals delivered after the deadline will not be accepted.

The timely delivery of a proposal is entirely the responsibility of the Respondent. Proposals postmarked on or before the proposal due date, but delivered after the due date or time, will be considered non-responsive. Proposals hand delivered after the due date or time will be considered non-responsive.

All documents requiring a signature shall be signed in black or blue ink by a duly authorized individual or official of an organization. The proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the organization, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official. **Respondents are required to fill out and sign the Cover Page provided as Attachment A.**

Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP. Respondents are responsible for determining all factors necessary for preparation of informative, responsive proposals. Proposals should demonstrate methods, strategies and expertise to accomplish the tasks identified in the Scope of Work. The contents of the proposals should be clear, concise, and easy to understand and not exceed the indicated maximum limitations noted

for each required submittal. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, and plastic zip bindings are neither necessary, nor desired. It is generally preferred that written material be single-spaced, except where there is a reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

Respondents should submit a single proposal, no longer in length in as prescribed in the Proposal Preparation section above. No more than one bid will be accepted from any one organization, whether in the form of a sole bid or as part of a collaborative. Inclusion of any organization in more than one bid is a basis for disqualification from consideration.

Respondents must address safeguards and provide assurances the services provided under the Contract will be operated as a separate entity from the Respondent's core organization and that all referrals are customer-appropriate and not biased towards its own programs or those of any parent or affiliated organization.

CSB will award contracts based on what is in the best interests of CSB. The contract will be awarded based on offers received considering price, value, quality of the proposal and negotiation of such contract with the successful Respondent(s). The assessment of experience and qualifications will take into account such factors as understanding of the services needed; demonstrated skills, experience and ability to deliver high quality services on time and within budget. The assessment of price will take into account that rates are reasonable in relation to the services provided; detailed; and that assumptions by the Respondent regarding calculation of fees are relevant.

Proposals must be presented in the same order as set forth in the "Proposal Format" below and contain all information requested in the individual areas of service being proposed.

Giving incomplete or erroneous information or withholding important information could result in disqualification, or later, contract termination.

Time is of the essence with respect to performance on the services and products to be provided in the final agreements.

The Representations and Certifications are required to be signed by the Respondent, using black or blue ink, notarized, and submitted with the proposal.

18. PROPOSAL EVALUATION

All proposals will be evaluated using a weighted scoring criterion based on the following:

#	Criteria	Points
1a	Organization Structure and Experience	15
1b	Financial Capacity	10
1c	Past Performance	5
2	Service Delivery / Operations	30
3	Management and Staffing	25
4	Budget	15

19. CONDITIONS AND LIMITATIONS

The following conditions are applicable to all proposals:

This RFP does not commit or obligate CSB to award a contract, to commit any funds identified in this RFP document, 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.

CSB reserves the right, at its sole and absolute discretion, to withdraw this RFP solicitation without prior notice, to accept or reject any and all proposals in whole or in part, to change or waive any informalities or irregularities in the proposals received to request additional information, clarifications, an interview with; or presentation from any or all Respondents; to allow corrections for errors or omissions, and to accept any proposal that is deemed most favorable to CSB at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals may be considered non-responsive and are subject to return without review.

CSB reserves the right to negotiate the final terms of all contracts, change any terms and conditions set forth in this RFP; or require amendments at any time during the contract period.

Any contract, modifications of contract, or contract extensions executed as a result of this RFP are subject to available funding.

CSB reserves the right to end contract negotiations if acceptable progress, as determined by CSB, is not being made within a reasonable time frame.

Pursuant to Florida Statute 445.007 and in accordance with CareerSource Florida Inc. d/b/a CareerSource Florida (CSF) 2012 Modifications to CareerSource Florida Inc. Contracting Policy concerning Regional Workforce Board Contracting, all contracts between CSB and a CSB board member or other person or entity who, as defined in the Statute, may benefit financially from a contract must be approved by a two-thirds vote of the of the board, a quorum having been established. Further, any of these contracts greater than \$25,000 cannot be executed prior to the written approval of CareerSource Florida.

CSB reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSB and the individual or firm(s) selected.

CSB may require the selected Respondents to submit price, technical, or other revisions of their proposals in writing which may result from negotiations.

CSB reserves the right to conduct a pre-award review that may include, but is not limited to, the Respondent's record keeping procedures, management systems, accounting and administrative systems, and program materials.

20. APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

In accordance with applicable regulations, Respondents who are not selected for award of a

CSB procurement action have the right to appeal. The following steps must be taken for organizations to appeal funding decisions:

- A. Submit a letter within 3 business days from the date of the notification of intent to award contract to the President of the Brevard Workforce Development Board, Inc. stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on any of the criteria below:
 - i. Clear and substantial error or misstated facts by the rating team upon which the decision was made by the CSB Board of Directors.
 - ii. Unfair competition or conflict of interest in decision making process.
 - iii. Any illegal or improper act or violation of law.
 - iv. Other legal basis on grounds that may substantially alter the Board's decision.

The CSB President will review the appeal and respond within 10 business days from receipt of the letter from the Respondent.

- B. In the event the CSB President's response is not satisfactory to the Bidder, an appeal to the CSB Executive Committee may be requested. The request must be addressed in writing via certified mail within 15 days from receipt of response from the CSB President to:

Chair, CSB Executive Committee
Brevard Workforce Development Board, Inc.
297 Barnes Blvd.
Rockledge, FL 32955

The appeal will be scheduled to be heard at a time set by the CSB Chair after consultation with counsel, but within 30 days of receipt of the appeal. Decisions by the CSB Executive Committee are final.

An appeal will not prevent CSB from conducting contract negotiations and implementation of tasks with the prevailing proposals if it is in the best interests of the organization to do so.

FAILURE TO FILE A PROTEST WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF NOTIFICATION OF INTENT TO AWARD THE CONTRACT SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO APPEAL.

-----Refer to Proposal Attachments-----

Attachment A COVER SHEET

LEGAL NAME OF RESPONDENT: _____

RESPONDENT DOES BUSINESS UNDER THIS NAME: _____

BUSINESS ADDRESS: _____

Phone: () _____ **Fax:** () _____

DUNS Number: _____ **Website:** _____

Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:

Name and Title: _____

Phone: () _____ **Fax:** () _____

Email: _____

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined RFP CSB20-600-001, that this firm, acknowledges and accepts the terms and conditions of this RFP by tendering an offer to Brevard Workforce Development Board, Inc.; 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 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder 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 bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.

Signature of Authorized Representative

Date

Printed Name and Title

BWDB USE ONLY:

Date Received: _____

Time Received: _____

Received By: _____

Attachment B - PAST PERFORMANCE

Respondent: _____

Describe your past performance managing federally funded workforce development programs, or comparable experience by completing the following table. Please be brief. We do not expect a list of all performance criteria – include only key points that you have determined to best relate to the requirements of this RFP.

Information Requested	Response
Contract/Project Title (e.g. One- stop operator for Florida Region 13 Workforce Investment Board):	
Buyer and Contact Information (include funding organization name/address, primary POC name/title, POC telephone, and email address)	
Funding Source(s) (e.g. WIA/WIOA, NEG, etc.)	
Funding Amount	
Period of Performance	
Contract Type (e.g. fixed price, ID/IQ, cost plus fixed fee, etc.)	
Brief Summary of Project	
Primary Contractual Performance Criteria	
Verifiable Performance Outcomes Achieved	

RFP CSB20-600-001
ONE-STOP WORKFORCE SERVICES
PROPOSED BUDGET SUMMARY

RESPONDENT: _____

Budget Category	Budget
Personnel	\$ -
Fringe Benefits	\$ -
Staff Travel	\$ -
Staff Development	\$ -
Office Costs	\$ -
Professional Fees	\$ -
Other	\$ -
Total Direct Costs	\$ -
Corporate / Indirect Charges <i>(Calculated at no more than 8% of Direct Costs)</i>	\$ -
Profit / Program Income <i>(Calculated at no more than 7% of Direct Costs)</i>	\$ -
Total Budget Request	\$ -

One-Stop Workforce Services

Detailed Description of Budget

1. Personnel (List all positions that provide direct support to the one-stop system, including salary and wages for managers, staff, and other key personnel)

Position Title	Average Salary	# of FTEs	% of Time	Cost
<i>Ex. Program Manager</i>	\$ 36,000.00	3	75%	\$ 81,000.00
				\$ -
				\$ -
				\$ -
				\$ -
Total Personnel				\$ -

2. Fringe Benefits (List all positions mentioned in Personnel that are eligible for benefits, indicate the type of benefit, salary calculated in Personnel section and rate of calculation of each benefit)

Position Title	Type	Salary	Rate (%)	Cost
<i>Ex. Program Manager</i>	<i>benefits/health insurance</i>	\$ 81,000.00	29%	\$ 23,490.00
				\$ -
				\$ -
				\$ -
				\$ -
Total Fringe Benefits				\$ -

3. Travel (Actuals may not exceed Florida Statutes and DEO Policies.)

3a. Mileage - Personal Vehicles

(Purpose and Estimated Miles)	Mileage Round trip	# of Trips	Rate/mile	Cost
<i>Ex. Program Manager's travel between centers for staff meetings</i>	54	52	\$ 0.45	\$ 1,263.60
				\$ -
				\$ -
				\$ -

3b. Airfare (Purpose and Location)

	# Travelers	# of Trips	Cost Per Trip	Cost
<i>Ex: Program Manager's travel to workforce conference in Washington DC</i>	1	2	\$ 900.00	\$ 1,800.00
				\$ -
				\$ -
				\$ -

3c. Meals (Purpose and Location, note meals are only for overnight travel)

	# Travelers	# Days Travel	Cost Per Day	Cost
<i>Ex: Program Manager's travel to workforce conference in Washington DC</i>	1	4	\$ 56.00	\$ 224.00
				\$ -
				\$ -
				\$ -

3d. Lodging (Purpose and Location)

	# Travelers	# Nights Lodging	Cost Per Night	Cost
<i>Ex: Program Manager's travel to workforce conference in Washington DC</i>	1	3	\$ 86.00	\$ 258.00
				\$ -
				\$ -
				\$ -

3e. Incidental Expenses

	Quantity	Rate	Estimated Cost
Ground Transportation (taxi, rental)			\$ -
Parking			\$ -
Gas for rental			\$ -
			\$ -
Total Travel			\$ -

**One-Stop Workforce Services
Detailed Description of Budget**

4. Staff Development / Continuing Education					
Item	Purpose	Quantity	Unit Costs	Cost	
<i>Ex. Program Manager's college tuition for 3 semesters</i>	<i>Required professional development</i>	<i>3</i>	\$ 450.00	\$	1,350.00
				\$	-
				\$	-
				\$	-
Total Staff Development				\$	-
5. Office Costs					
Item	Intended Use	Quantity	Unit Costs	Cost	
<i>Ex. Cell phones for Community Leaders</i>	<i>Voice and email communications</i>	<i>8</i>	\$ 600.00	\$	4,800.00
				\$	-
				\$	-
				\$	-
				\$	-
Total Office Costs				\$	-
6. Professional Fees (List all services and fees to be paid.)					
Name of Provider	Service	Rate	hourly or flat fee	Cost	
<i>Ex. KPMG</i>	<i>Annual A-133 audit</i>	\$ 10,000.00	<i>flat fee</i>	\$	10,000.00
				\$	-
				\$	-
				\$	-
				\$	-
Total Professional Fees				\$	-
7. Other Direct Costs (List all other direct costs.)					
Description	Description	Rate	hourly or flat fee	Cost	
<i>Ex. FBCO/RIF Initiative</i>	<i>Support for displaced workers</i>	\$ 50,000.00	<i>flat fee</i>	\$	50,000.00
				\$	-
				\$	-
				\$	-
				\$	-
Total Other Direct Costs				\$	-
8. Corporate / Indirect Costs (Identify separately and calculate at no more than 8% of Total Direct Costs.)					
	Base	Rate	Cost		
Total Direct Costs		8%		\$	-
Total Corporate / Indirect Costs				\$	-
9. Profit / Program Income (Calculate at no more than 7% of Total Direct Costs.)					
Profit or Program Income	Base	Rate	Amount		
		7%		\$	-
Total Profit / Program Income				\$	-

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 Brevard Workforce Development Board, Inc. in response to a specific solicitation. In submitting a proposal, each respondent understands, represents and acknowledges the following:

Solicitation Number:

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 Brevard Workforce.

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

1. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
2. 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.
3. Respondent currently has no delinquent obligations to the State or U.S. Government including a claim by the State or U.S. Government or for liquidated damages under any other contract.
4. 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.

5. 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, and they will not be disclosed before the solicitation opening.
6. The respondent has fully informed Brevard Workforce Development Board 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.
 - A. 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.
 - B. 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.
 - C. The respondent understands that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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.

D. 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.

E. 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.

7. The respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.
8. 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 Brevard Workforce Development Board.
9. 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.

10. The respondent shall indemnify, defend, and hold harmless Brevard Workforce Development Board 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.
11. All information provided by, and representations made by, the respondent are material and important and will be relied upon by Brevard Workforce Development Board in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from Brevard Workforce of the true facts relating to submission of the bid.
12. **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:

13. **SMALL BUSINESS REPRESENTATION.** The respondent represents as part of its offer that it:

- ☐ is, ☐ is not a small business concern.
- ☐ is, ☐ is not, a small disadvantaged business concern
- ☐ is, ☐ is not a women-owned small business concern.
- ☐ is, ☐ is not a veteran-owned small business concern

Representations and Certifications

☐ is, ☐ is not a service-disabled veteran-owned small business concern.

14. 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 either to the Equal Opportunity clause of this solicitation;

☐ has, ☐ has not filed all required compliance reports

15. 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 these goods and/or services to Brevard Workforce Development Board, Inc.

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 Brevard Workforce Development Board, Inc. If applicable the relative's name is _____. The relationship of the relative to the principle and/or owner of the firm is _____.

There ☐ is, ☐ is not a principal or owner who is a Member of the Board of Directors of Brevard Workforce Development Board, Inc. If applicable, the principal's or owner's name is _____.

There ☐ is, ☐ is not a principal or owner who is an employee of Brevard Workforce Development Board, Inc. 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.

16. 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.

Representations and Certifications

- B. The Respondent, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
- (1) 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;
 - (2) 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
 - (3) 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.
 - (4) 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.

17. 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 –

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (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;

Representations and Certifications

- (c) 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
- (d) 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 BREVARD WORKFORCE DEVELOPMENT BOARD, INC. IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THESE REPRESENTATIONS AND CERTIFICATIONS ARE VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED. 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

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 _____, 2_____

NOTARY PUBLIC

My commission expires: _____