

**REQUEST FOR PROPOSAL**  
*Flager and Volusia Youth Services Operator*

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- A – Cover Sheet**
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## 1. PURPOSE

Brevard Workforce Development Board, Inc., hereinafter referred to as the “Board” or “BWDB” is soliciting proposals from qualified organizations to serve as Youth Service Operator hereinafter referred to as “YSO” BWDB is seeking proposals from experienced organizations to provide career and training services to Young Adults, within the two-county region of Flagler and Volusia. Workforce development-minded organizations with successful experience who can thoroughly demonstrate that they have the ability to provide management and the services requested will be considered.

The expected contracts awarded under this RFP solicitation will start on July 1, 2024, and maybe be renewed annually as allowed by Florida Statutes, provided measurable performances are successfully achieved and it’s in the best interest of BWDB. All contractors are required to serve those participants already enrolled in the Workforce and Innovation and Opportunity Act (Opportunity Act) Young Adult Programs as of June 30, 2024. BWDB reserves the option to modify contracts on a year-to-year basis.

For the purposes of this RFP, BWDB is currently unable to define the Opportunity Act allocation (administrative and programmatic funds) that will be awarded for July 1, 2024. The State of Florida allocates annually late spring. It is anticipated that the projected amount will be known on or about the time of the final negotiations of each contract based on Federal appropriations to the State of Florida. Final contract funding awards will be based upon funding allocations, local priorities, and legislative mandates at the discretion of BWDB. The actual amount of the contract award will be based on the proposed budgets, availability of funds, and the standards for the use of public funds (all costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories). The proposals most advantageous to BWDB in terms of quality and cost will be considered for funding.

Respondents to this proposal are expected to acknowledge as part of their response, that the work of the YSO 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 Commerce Department.

- Federal is available at this link: <https://wdr.doleta.gov/directives/>.
- State is available at this link: <http://floridajobs.org/local-workforce-development-board-resources/policy-and-guidance/guidance-papers>
- ◆ Special emphasis on the most recent WIOA Advisories and Guidance related to Youth, Adults and Dislocated Workers.

### **Youth Services Operator (YSO) - Roles and Prohibited Functions**

At a minimum, the YSO must ensure that in carrying out this role they will do the following:

- ◆ Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with training service providers or other service providers, including but not limited to, career services providers.
- ◆ In coordinating services and serving as a YSO, 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.
- ◆ BWDB may establish additional roles for the YSO, including the following: being the primary youth services provider within the center; providing some of the youth services within the center; coordinating youth and other 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 YSO 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 YSO.

Youth Services 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 or any services considered part of the one-stop delivery system or its menu of services;
- ◆ Select or terminate one-stop operators, career service providers, and youth providers;
- ◆ Negotiate local performance accountability measures other than with BWDB;
- ◆ 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**

BWDB is a private non-profit corporation designated as the administrative entity, planner and grant recipient of the Workforce Innovation and Opportunity Act (Opportunity Act) funds, the employment and training funds for the State of Florida's Welfare Transition Program (WTP), Wagner-Peyser funds (WP) and the Supplemental Nutrition Food Stamp Training & Employment Program (SNAP). Currently, one of 24 local workforce

development boards (LWDB) in the State of Florida, BWDB is responsible for arranging a network of service delivery that meets the workforce needs of businesses and the public alike.

Through three Career Centers and additional young adult program sites, BWDB provides the framework for a local workforce preparation network that is quality focused, businesses-driven and customer-centered. This framework is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. Targeted populations include economically disadvantaged adults and young adults, adults, dislocated workers, people with disabilities, long-term unemployed, ex-offenders, underemployed, and veterans.

BWDB strives to provide the business community with a well-trained and job-ready workforce. To support businesses and industry sectors effectively, Career Center staff identify and understand skill needs and form strategies to assist businesses. This philosophy incorporates integrated and aligned business services among a collaboration of entities responsible for providing resources to ensure seamless service delivery to jobseekers and businesses alike.

Values are the unswerving core beliefs and foundation of the system. These values express the things about the Florida Workforce System brand that won't change over time; they are the bedrock and are embraced by the entire system and everyone doing business with it.

Our Values:

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

All proposals must be geared to result in meeting the vision and values of BWDB.

BWDB is designated as the administrative entity and grant recipient for federal workforce investment programs in Flager and Volusia Counties in 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.

### 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, Veteran, 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 BWDB 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 BWDB needs. The ability to provide innovative, high-quality services, flexibility, and timely response to BWDB requirements is of utmost importance.

**This RFP does not commit or obligate BWDB 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. BWDB contemplates awarding a cost reimbursement, performance-based incentive fee contract. BWDB 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 more than \$450,000.00 per year for the services awarded under this RFP. This amount is provided as a planning figure only and does not commit BWDB to award a contract for this amount. Respondents should keep in mind that funding associated with training are not part

of this contract and are funded under the BWDB 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 BWDB'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; and Temporary Assistance for Needy Families (TANF) services Funding during the initial contract period, or any option period, may be adjusted at the sole and absolute discretion of BWDB. 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 BWDB.

**5. PERIOD OF PERFORMANCE**

The duration of the contract to be awarded as a result of this RFP shall be for a one-year period provided performance remains acceptable to BWDB 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 BWDB 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. BWDB anticipates the following periods of performance, provided contractor performance remains acceptable to BWDB.

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

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 BWDB.

**6. SCOPE OF SERVICES – GENERAL**

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

- 6.1 The Contractor will be required to provide youth 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 BWDB policy.

- 6.2 Utilize universally accessible system using standard business software for all service areas and or facilities to include BWDB-related procedures, forms and policies that is available to all career centers and BWDB staff. Currently, BWDB utilizes Microsoft 365, SharePoint and or Teams 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 most customers. Contractor must have a staff presence whenever they are in operation. At a minimum, they 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 BWDB. The presence of staff in the career center's outside of these hours shall be mutually agreed to between the Contractor and BWDB prior to the contract start date. Center hours may be adjusted at BWDB discretion. Saturday hours must be available if special conditions warrant as instructed by BWDB. 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 Be required to meet all youth performance requirements as indicated by BWDB. Current performance requirements include but are not limited to WIOA Primary Indicators of Performance Measures, Monthly Management Report (MMR) and CareerSource Florida Letter Grade Measures. Reports may be periodically changed depending on grantor and BWDB requirements. The contractor will be responsible for meeting specific grant reporting requirements for any new grants received during the contract period.
- 6.5 Ensure compliance with all State and Local policies and procedures relative to youth services and the WIOA. Contractor may suggest revisions, additions and deletions to policies based on program knowledge and expertise.
- 6.6 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.
- 6.7 As requested by BWDB, 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.
- 6.8 Be required to implement and fulfill BWDB cooperative agreements and memorandum of understanding (MOU) with partners.
  - 6.8.1. Understand the mission, vision, and service delivery requirements of the required one-stop partners to better strategically align with BWDB priorities and services.

- 6.8.2. Work to support building relationships with the required partners of the designated comprehensive one-stop center, as defined by BWDB.
  - 6.8.3. 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.
  - 6.8.4. Convene quarterly meetings to share information, discuss strategies to positively impact employment outcomes for shared customers and problem-solve collaboration issues.
  - 6.8.5. Make recommendations for additional partners that will help improve and support the one-stop system.
  - 6.8.6. 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 BWDB's designee.
- 6.9 Additional grants, contracts and workforce services may be obtained and provided by BWDB 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 BWDB in the administration/local management of these additional grants and contracts regardless of 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 BWDB or some other funding source. Contractor shall also provide technical assistance and staff training to these special projects as requested by BWDB.
- 6.10 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 BWDB 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 BWDB. Contractors' cost allocation plans must meet BWDB requirements and will be reviewed and approved by Board staff. BWDB will ask Contractors to develop their allocation plans when negotiating a contract budget.
- 6.10.1. Contractor will be subject to mandatory, BWDB-provided, independent programmatic and financial monitoring evaluations as well as separate monitoring evaluations conducted by the Florida Department of Commerce and the US Department of Labor.
    - 6.10.1.1 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.



- 6.10.1.2. Contractor will be required to respond to any findings in accordance with Board requirements.
- 6.10.2. 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.
- 6.10.3. Contractor must accept complete liability for its role in providing services for all aspects of any youth services and or other WIOA program conducted under contract with BWDB. Contractor will be liable for repayment of any disallowed costs or illegal expenditures of funds or program operations conducted.
- 6.11 As required by BWDB, 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.
- 6.12 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 BWDB 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 BWDB for after-hours assistance. Contractor is expected to notify BWDB if there are any changes to the primary point of contact within 24 hours of a change.
- 6.13 Contractor is responsible for the control of any assigned property. A Property Account Custodian shall also be designated to account for all acquired and BWDB-tagged property assigned to the YSO 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 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.
- 6.13.1. Contractor must notify BWDB 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.
- 6.14 Services include, but are not limited to, registration, assessment and testing services, job search and placement assistance, GED preparation, 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.

- 6.15 BWDB staff plans and directs all external marketing, outreach and system communications. Contractor involvement in these efforts is at BWDB direction. Contractor is expected to provide suggestions and recommendations to BWDB to maximize service to customers. Internal communications, flyers, etc. are produced by the Contractor and must be in compliance with BWDB guidelines and policy.
  - 6.15.1. Internal printed material and other written information must be language accessible for Flagler-Volusia County's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all feel welcome and can benefit from the workforce services 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.
- 6.16 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 BWDB 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.
- 6.17 Any work product developed by Contractor in performance of this contract will require review and approval by BWDB and shall be the sole property of BWDB. BWDB shall have the right to copyright or otherwise protect its rights in, and ownership of, the work product.
- 6.18 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 YSO. This information includes, but is not limited to, program operation, performance outcomes, customer satisfaction, cost effectiveness, unduplicated customer and transaction counts, training enrollments, etc. The monthly report will include information about progress on the Key Performance Indicators for the continuous improvement model in use by the contractor. Contractor will be responsible for submitting reports with real-time data that reflect progress towards meeting these metrics.
- 6.19 Contractor shall serve any specific industry or population that BWDB identifies and targets as special priority.
- 6.20 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 BWDB.

- 6.21 Contractor is required to utilize the US Department of Homeland Security's E-Verify system (<http://www.uscis.gov/e-verify> ) 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.
- 6.21.1 All employees of YSO 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.
- 6.21.2 [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 check 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 BWDB.
- 6.22 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 BWDB 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 BWDB. BWDB shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the insurance policies. The payment of such deductible shall be the sole responsibility of the Contractor.
- 6.22.1. 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.
- 6.22.2. 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.
- 6.22.3. 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 BWDB during the contract period, whichever is more.

6.22.4. 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.

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

## **7. 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.

Proposals should focus on excellent customer service, innovative and effective service design, integrated management, and high-quality staffing. Customers of the Young Adult programs must know upon arrival what services are provided on site, what they may/may not be eligible for, and how the program can best suit their individual needs. The staff should be knowledgeable about all available workforce development opportunities in the area to fulfill collaboration with partner programs, including but not limited to, services within and outside of the programs.

The successful respondents will be able to manage the customer flow and provide a successful customer experience creatively and effectively. Identifying the level of customer satisfaction is key to providing workforce services. Respondents must describe how they will provide services always cognizant of the needs of the customer. Respondents should describe the steps that will be taken to maintain high customer satisfaction (i.e. collecting data both internally and externally) through direct methods (personal interviews, focus groups, surveys, etc.) or indirect methods (performance data.) Proposals should show how this data will be used to adjust and measure the impact of improvements to customer flow.

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, BWDB has placed emphasis on OSY and historically we have been in the 80<sup>th</sup> 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 BWDB Youth Services strategy is designed to be the one-stop contact for all youth services offered.

Contractor staff provide youth services and dedicated recruitment of young adults into BWDB's NextGen Program.

BWDB envisions a network where all young adults in the Flagler and Volusia regions can easily access a comprehensive and integrated set of education and training supports that increase the number of young adults productively engaged in the workforce, thereby increasing self-sufficiency, and reducing poverty. BWDB seeks to be a leader in empowering "Opportunity Youth" (young adults who are disconnected from school or work) ages 16-24 to obtain employment, re-engage in school, prepare for post-secondary education and/or connect to industry-focused education and training programs.

Additionally, respondents must clearly identify services to be provided, with collaboration and linkages to other agencies. Respondents must show that they have the professional experience, prior training, and applicable professional judgment within their staff/organization to perform and accomplish the proposed goals, objectives and activities submitted in accordance with all programs within this RFP.

At a minimum the narrative must describe the steps that will be taken to accomplish the following:

- Develop, offer, and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
- Improve the skills of job seekers, including those with disabilities, to compete successfully in today's global economy.
- Implement practices that actively engage industry sectors and use economic and labor market information, sector strategies and career pathways.
- Create career pathways that lead to industry-recognized credentials, encourage work-based learning, and use state-of-the-art technology to accelerate learning and promote college and career success.
- Organize and integrate services by function (rather than by program.)
- Develop and implement operational procedures that reflect an integrated network of performance, communication, and customer service.
- Capitalize on the latest technological advances to expand services expeditiously.
- Train and equip staff in an ongoing learning process with the knowledge, skills, and motivation to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery.

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.

BWDB 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

Assessments are a huge part of successful customer advocacy and provide valuable information to help develop the success of each individual customer. Assessments involve gathering information and appraising, analyzing, and using it to assist customers. Assessments of the skill levels and service needs of adults, dislocated workers and young adults, may include diagnostic testing, such as Myers Briggs, TORQ, CareerScope or other assessment tools. An in-depth interviewing technique and evaluation is needed to identify employment barriers and appropriate employment goals.

The goal of an assessment is to identify academic and skill levels, service needs, strengths, deficiencies, prior work experiences, interests and aptitudes, employability, and attitudes relating to vocational training, basic education, and careers. Assessments are completed to determine appropriate services and career pathways for participants. It forms the basis for career services by measuring academic development, workplace skills, interests, job seeking and retention skills, financial situation, work readiness, employment and family barriers, and the ability to learn to do work tasks.

A thorough assessment of a customer should identify whether or not a customer has:

- Adequate basic education, skills, and work background for their choice of services or employment opportunities.
- Required occupational tasks and any skills the participants must develop to achieve their employment goals.
- Realistic job seeking skills and the work maturity (attitude) to get and keep a job.
- Sources of additional support needed for success and the agencies that can provide this support.

Respondents must provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. Respondents should select appropriate assessment tools to use. All assessment processes and tools must be approved by BWDB prior to implementation and must be applied in a consistent and equitable manner.

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

- 7.1 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.
- 7.2 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.
- 7.3 Respondents must employ best practices and demonstrate proven and meaningful partnerships that incorporate concepts of (1) young adult development that meet the psycho/social/emotional needs of young people (2) career-focused strategies with an emphasis on meaningful and attainable career ladders, and (3) wrap-around services with particular focus on long-term careers. Specifically, respondents must show how their programs have a proven history of providing: of the initial contract period effective date, develop for BWDB approval, a year-round youth employment program which includes an on-the- job work experience and incorporates the best practices of the existing BWDB summer youth employment program.
  - 7.3.1 Proven recruitment strategies to effectively outreach, engage, enroll, and retain young adults.
  - 7.3.2 A continuum of service that allows participants to progress along GED/High School diploma attainment, matriculation into post-secondary education/training and placement into employment with a career path.
  - 7.3.3 Meaningful partnerships with businesses in high growth industries that support career pathways through internships and work-based learning opportunities for young adults. Use structured career exploration, while providing maximum opportunities for young adults to learn theoretical and practical skills relevant to their career interests.
  - 7.3.4 Provide long-term career development services such as occupational training leading to unsubsidized employment in high demand industries with wage progression.
  - 7.3.5 Employ career pathways model, with structured sequences of activities and multiple entry and exit points that provide adequate support services to meet the wide range of barriers of various young adult populations.
  - 7.3.6 Include innovative post-secondary bridge programs designed to accelerate credentials and skill building, such as use of contextualized and integrated curriculum and instruction.

- 7.3.7 Provide intensive customer and support services, including financial literacy education, to help young adults overcome complex barriers and to successfully complete programs, and secure and retain employment.
- 7.3.8 Demonstrate investment in long-term follow-up with participants upon program completion. This intensive customer service after the young adult has exited the program must show how to ensure continued success in post-secondary education, training, or employment.
- 7.4 In addition, BWDB seeks proposals demonstrating collaborations with other agencies to access an appropriate range of services for participating young adults. Proposals are expected to demonstrate capacity to fulfill all Opportunity Act service requirements but may do so with partnerships.
- 7.5 Funds awarded through this RFP will be used for Opportunity Act eligible young adults, ages 16-24, who are seeking workforce services.

## 8. 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 (USC):** <http://uscode.house.gov/download/download.shtml>

**Code of Federal Regulations (CFR):** <http://www.access.gpo.gov/nara/cfr/waisidx/>

**Federal Register (FR):** <https://www.federalregister.gov/>

**Florida Statutes (FS):** <http://www.leg.state.fl.us/statutes/>

**State Workforce Board Guidance, Policy, Memoranda, Communiqués, Monitoring Tools, etc. (Department of Economic Opportunity [DEO]):**  
<http://www.floridajobs.org/workforce-board-resources>

**Executive Orders (EO):** <http://www.archives.gov/federal-register/executive-orders/disposition.html>

**Office of Management and Budget (OMB):**  
<http://www.whitehouse.gov/omb/circulars/index.html>

**US Department of Labor/Employment & Training:** <https://www.doleta.gov/wioa/>

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- ♦ 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

## 9. PROPOSAL SCHEDULE

The following schedule represents BWDB’s best estimate of the schedule that shall be followed. BWDB reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. All communication from BWDB pertaining to this RFP will be posted on the BWDB website at <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>.

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

<b>Activity</b>	<b>Date &amp; Time</b>
RFP Issued	April 5, 2024
Questions/Clarifications shall be addressed at the <i>Bidders Workshop</i> being held <b>in person</b> on Wednesday, April 10, 2024 from 10:00am – 11:00am at 297 Barnes Blvd, Rockledge, FL 32955	April 1, 2024
Responses posted on BWDB Website ( <i>link listed above</i> )	April 19, 2024
Proposals Due to BWDB	April 30, 2024, no later than 2 p.m. (EDST)
Review by Rating Committee	May 14 – May 21, 2024
Recommendations/best value determinations submitted for approval	May 28, 2024
Anticipated New Entity Board Approval	June 5, 2024
Anticipated Notice of Intent to award posted on BWDB Website ( <i>link listed above</i> )	June 5, 2024
Anticipated negotiations	June 10 – June 20, 2024
Anticipated planning and contract execution	June 21 – June 27, 2024
Commencement of Effort	July 1, 2024

**Proposals and Notices are to be submitted to:**  
 James Watson, Vice President of Operations  
 Brevard Workforce Development Board Inc., d/b/a CareerSource Brevard  
 297 Barnes Blvd.  
 Rockledge, FL 32955  
 ATTN: RFP 24-600-4095

## 10. 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 BWDB posting the notice of intent to award on the BWDB website address indicated below (excluding Saturdays, Sundays, and holidays) any BWDB employee, officer, or member of the board of directors concerning any aspect of this solicitation, except in writing to the BWDB Vice President of Operations noted above. Violation of this provision may be grounds for rejecting a proposal. The questions may be sent via e-mail to the point of contact by the date indicated on the Schedule of Events. No telephone calls will be accepted. Inquiries submitted after the period specified in Section 13 – Proposal Schedule - will not be addressed. Please refer to the RFP number and title in the email. All attempts will be made to post questions received by the due date and the corresponding answers on the BWDB website by the date indicated in the Schedule of Events. 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 BWDB. All addenda will be posted on the BWDB website.

BWDB will post all notices and addenda relative to this procurement on the BWDB website <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>.

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, BWDB 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, BWDB shall post a notice of the delay and a revised date for posting the notice of intended award. BWDB shall not provide notices of award by any other means.

## 11. PROPOSAL SUBMISSION

- 11.1 To be considered responsive, one original hard copy proposal clearly marked “Original”, and 6 copies marked “Copy” plus one digital (thumb drive) version of the proposal clearly marked with the Respondents business name and the RFP Number, must be received at the BWDB administration offices no later than the due date and time shown in the Proposal Schedule above. **Faxed or emailed proposals will not be accepted.** thumb drives will not be returned.
- 11.2 Given the predominance of Microsoft 365 in the market, BWDB relies on Microsoft 365 to conduct day-to-day operations. Respondents are required to submit their proposals using software that is completely compatible with, at a minimum, Microsoft Word for Office 365. Compatibility means BWDB staff will NOT have to go through extra steps to view documents.
- 11.3 All proposals received will be recorded in with the date and time of receipt. Proposals delivered after the deadline will not be accepted.



- 11.4 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.
- 11.5 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.**
- 11.6 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.
- 11.7 Respondents should submit a single proposal, no longer in length than as prescribed in the Proposal Preparation section below. 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.
- 11.8 Respondents must address safeguards and provide assurances that 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.
- 11.9 BWDB will award contracts based on what is in the best interests of BWDB. 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.
- 11.10 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.

- 11.11 Giving incomplete or erroneous information or withholding important information could result in disqualification, or later, contract termination.
- 11.12 Time is of the essence with respect to performance on the services and products to be provided in the final agreements.
- 11.13 **The Representations and Certifications are required to be signed by the Respondent, using black or blue ink, notarized, and submitted with the proposal.**

## 12. PROPOSAL PREPARATION

All Respondents should be cognizant that the Board is committed to the delivery of services within the context of WIOA principles and other Federal and State workforce program 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 service centers.

### 12.1 Organizational, Administrative, Fiscal Capacity and Past Performance: Limit 20 pages.

1. Provide an organization chart that shows graphically how your organization operates.
  - A. Provide a list of the 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?
  - B. Which principals, if any, would be assigned to work on the BWDB contract?
2. 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.
3. Subcontracting:
  - A. BWDB expects most of the work performed under this contract to be done directly by the Contractor. However, BWDB understands subcontracting certain portions of work, at certain times, is desirable to enable the companies involved to complement each other's unique capabilities; and offer BWDB the best combination of performance, cost, and delivery. BWDB will recognize the integrity and validity of contractor/ subcontractor arrangements; *provided*, the arrangements are identified, and company relationships are fully disclosed in the offer. BWDB will not normally require or encourage the dissolution of contractor/subcontractor arrangements. However, BWDB 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 BWDB 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.

- B. Respondents will clearly describe the reason for using any subcontractors, 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. 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.
4. 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.
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.
  - A. Describe how the organization will financially support the costs of doing business until an invoice can be submitted and paid by BWDB. 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 \$50,000.
  - B. 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?

- C. Include a copy of your organization's most recent audit and audited financial statements. (Excluded from the 20-page count limit).
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.
  7. Explain the depth of your organizations knowledge and experience, and those of your proposed partners as applicable, with WIOA. Include experiences in providing training, employment and case management similar to those described in this RFP. Include other programs and services currently conducted by BWDB in the One-Stop Operations.

#### 12.2 Services Delivery/Operations: Limit 20 pages

BWDB is committed to the delivery of services within the context of the WIOA principles: streamlining youth 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 BWDB to place the maximum number of resources at points in the system where customers are directly served. Specific questions Respondents should address regarding these services are indicated below.

1. Describe your understanding of the workforce needs of the employers in Flager and Volusia Counties and how you would leverage all the system resources to best help Flager and Volusia 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.
2. Describe in detail any previous evidence and experience in serving target populations and provide a comprehensive explanation of strategies that will be used to remove or mitigate individuals' barriers to training and employment. Respondent may also choose here to provide information about other populations not covered Section 5 that may be of interest to the Board.

3. Explain your organization's plans for reaching out to and recruiting new clients for workforce services in Flager and Volusia Counties 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.
4. 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.
5. 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.
  - A. 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 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. Current State of Florida monitoring review tools can be found at <http://www.floridajobs.org/workforce-board-resources>. It should be noted that these criteria are subject to periodic change based on State priorities and policy.
6. 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 9 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.
7. 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.

8. BWDB has identified healthcare, construction, logistics / distribution, manufacturing, IT, professional services, 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 BWDB. 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.
9. 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?
10. Describe any future innovations that you envision implementing should you be awarded a contract under this RFP. Describe how these innovations match BWDB priorities, industry sectors, jobseekers and methods of service delivery. Identify metrics and outcomes you propose to meet.
11. Describe your plans to collaborate with schools and community partners to increase your ability to recruit and serve Out-of-School young adults.
12. Describe your plan to incorporate career pathways and sector strategy activities in your program model.

### 12.3 Management and Staffing: Limit 15 pages

1. Provide a management/staffing plan for each of three location(s). 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.**
  - A. 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.
    - i. 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.
    - ii. Describe your transition communication plan to incumbent staff.
  - B. Provide a brief job description for each position. Identify job title and job duties.
    - i. Describe the experience, training, certification, and expertise that will be required of staff including minimum qualifications.
      1. Include criteria and examples of the tools used to determine suitability for the position.



2. Identify and provide resume(s) of Key Staff designated to oversee the proposed youth service delivery model.
    - a. 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.
  - C. 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.
  - D. 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.
  - E. 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.
2. 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 by 10% without an increase in budget.
    - A. Include how many customers your organization can serve effectively with your proposed headcount.
      - i. 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?
      - ii. 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 3 of this RFP.
  3. 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.
    - A. Include examples of all relevant tools to describe how your process and practices provide an objective assessment of the above.
- 12.4 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, BWDB 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, 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 WIOA Adult, Dislocated Worker, and/or youth services and Administration expenses.

In preparing the budget, Respondents should take into consideration that BWDB 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.). BWDB will also directly pay for BWDB 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 BWDB. Therefore, respondents should not include costs for such expenses in the budget submitted with the proposal. BWDB **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 Resources section of this RFP. Fillable Excel budget forms are provided as a separate attachment on our website <https://careersourcebrevard.com/working-for-brevard/about-us/public-notice/>

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 place [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 BWDB 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. BWDB 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 BWDB'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 BWDB'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.

BWDB 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.

### 13. PROPOSAL FORMAT

All proposals must be assembled according to the following outline, should be numbered and must be in compliance with page limitations noted above. 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 use a 10-point font size or higher.

- A. ATTACHMENT A - Cover Sheet
- B. EXPERIENCE, FINANCIAL CAPACITY AND PAST PERFORMANCE – Narrative for experience and financial capacity, and Attachment B for past performance.
- C. SERVICES DELIVERY / OPERATIONS – Narrative
- D. BUDGET – Follow format of 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.
- E. REPRESENTATIONS AND CERTIFICATIONS – Only necessary to include with the original and on the digital version.
- F. Copy of most recent audit and financial statement(s) – Provide two (2) copies each. Only necessary to include with the original and on the digital version.

### 14. PROPOSAL EVALUATION

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

#	Criteria	Points
1a	Experience	15
1b	Financial Capacity	10
1c	Past Performance	5
2	Operations	15
3	Management and Staffing	15
4	Budget – Cost(s)	40

## 15. CONDITIONS AND LIMITATIONS

The following conditions are applicable to all proposals:

This RFP does not commit or obligate BWDB 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.

BWDB 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 BWDB 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.

BWDB 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.

BWDB reserves the right to end contract negotiations if acceptable progress, as determined by BWDB, 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 BWDB and a BWDB 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.

BWDB 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 BWDB and the individual or firm(s) selected.

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

BWDB 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.

**16. APPEAL PROCEDURE FOR PROCUREMENT ACTIONS**

In accordance with applicable regulations, Respondents who are not selected for award of a BWDB 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 BWDB 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 BWDB Board's decision.

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

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

Chair, BWDB 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 BWDB Chair after consultation with counsel, but within 30 days of receipt of the appeal. Decisions by the BWDB Executive Committee are final.

An appeal will not prevent BWDB 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.**



# ATTACHMENTS

- A. **Cover Sheet**
- B. **Past Performance**
- C. **Budget** [.xlsx included under resources] [fillable form available as a separate attachment on our website]  
[ <https://careersourcebrevard.com/working-for-brevard/about-us/public-notices> ]
- D. **Representations and Certifications**

**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 BWDB24-600-4095, 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**CSB USE ONLY:**

Date Received: \_\_\_\_\_

Time Received: \_\_\_\_\_

Received By: \_\_\_\_\_

## Attachment B - PAST PERFORMANCE

**Respondent:**

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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. A maximum of 1 page per project and a **maximum of 5 projects** is allowed.

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

## **Attachment C - BUDGET**

**Budget** [.pdf included under resources] [fillable form available as a separate attachment on our website]

[ <https://careersourcebrevard.com/working-for-brevard/about-us/public-notices> ]

**Attachment D - REPRESENTATIONS and CERTIFICATIONS****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. (BWDB) in response to a specific solicitation. In submitting a proposal, each respondent understands, represents and acknowledges the following:

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

DUNS: \_\_\_\_\_ Certification: \_\_\_\_\_

Validity: \_\_\_\_\_ Date: \_\_\_\_\_

By submitting this certification, I, \_\_\_\_\_, am attesting

(Authorized Representative Name)

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

(Respondent/Company Name)

in any of the representations or certifications to Brevard Workforce Development Board, Inc.

**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, Inc. 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 or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
  - 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 BWDB.
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, Inc, 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 BWDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from BWDB 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
- 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 for 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 BWDB.

**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 owners 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 owners 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.
- (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.
- (c) 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;
- (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 VICE PRESIDENT OF OPERATIONS FOR BWDB 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

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative Date STATE

OF \_\_\_\_\_

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first sworn by me, affixed his/her  
signature in the space provided above on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



# Attachment C

**RFP 24-600-4095**  
**FLAGLER AND VOLUSIA YOUTH SERVICES OPERATOR SERVICES**  
**PROPOSED BUDGET SUMMARY**

**RESPONDENT:** \_\_\_\_\_

<b>Budget Category</b>	<b>Budget</b>
Personnel	\$ -
Fringe Benefits	\$ -
Staff Travel	\$ -
Staff Development	\$ -
Office Costs	\$ -
Professional Fees	\$ -
Other	\$ -
<b>Total Direct Costs</b>	<b>\$ -</b>
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>	\$ -
<b>Total Budget Request</b>	<b>\$ -</b>



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

Ground Transportation (taxi, rental)	\$	-
Parking	\$	-
Gas for rental	\$	-
	\$	-
<b>Total Travel</b>	\$	-

**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>	3	\$ 450.00	\$ 1,350.00
			\$	-
			\$	-
			\$	-
<b>Total Staff Development</b>			\$	-

**5. Office Costs**

Item	Intended Use	Quantity	Unit Costs	Cost
<i>Ex. Cell phones for Community Leaders</i>	<i>Voice and email communications</i>	8	\$ 600.00	\$ 4,800.00
			\$	-
			\$	-
			\$	-
			\$	-
<b>Total Office Costs</b>			\$	-

**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
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Professional Fees</b>				\$ -

**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
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Other Direct Costs</b>				\$ -

**8. Corporate / Indirect Costs (Identify separately and calculate at no more than 8% of Total Direct Costs.)**

Base	Rate	Cost
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**One-Stop Workforce Services  
Detailed Description of Budget**

Total Direct Costs	8%	\$	-
		<b>Total Corporate / Indirect Costs</b>	<b>\$ -</b>
<b>9. Profit / Program Income</b> (Calculate at no more than 7% of Total Direct Costs.)			
<b>Profit or Program Income</b>	<b>Base</b>	<b>Rate</b>	<b>Amount</b>
		7%	\$ -
		<b>Total Profit / Program Income</b>	<b>\$ -</b>