



REQUEST FOR PROPOSAL FOR WORKFORCE DEVELOPMENT SERVICES

CareerSource Gulf Coast Job Center Operator

ISSUE DATE: February 18, 2021
PROPOSALS DUE: March 25, 2021

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Closed. Deadline Passed.

CareerSource Gulf Coast
REQUEST FOR PROPOSAL FOR JOB CENTER OPERATOR

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PART I: GENERAL INFORMATION AND SELECTED KEY PROVISIONS

CareerSource Gulf Coast (CSGC) is issuing this Request for Proposal (RFP) to solicit proposals from organizations with the expertise and capacity to administer and deliver various welfare reform and workforce development services under guidance from CareerSource Gulf Coast executive staff to our job seeker and employer customers in Bay, Franklin and Gulf Counties. The expected term for any grant agreement awarded under this solicitation will be from July 1, 2021, and extending through June 30, 2022, provided measurable performance outcomes are successfully achieved. The agreement may be renewed for up to three additional years with CareerSource Gulf Coast approval, ending June 30, 2025.

For ease in translating the successful proposal into a grant agreement statement of work, all proposals are to be written in the INDICATIVE (will, shall) rather than the SUBJUNCTIVE (may, could).

The objective of this procurement is to select a single organization that will serve as the CareerSource Gulf Coast Job Center Operator to effectively and efficiently manage and deliver all services required under this RFP.

Proposers interested in serving as the CareerSource Gulf Coast Job Center Operator must present a proposal containing all services required under this RFP. Proposals for CareerSource Gulf Coast Job Center Operator which fail to propose any service required under this RFP will be considered non-responsive.

A. Eligible Proposers

All public or private not-for-profit corporations, local education agencies, governmental units, public agencies, or private-for-profit corporations properly organized in accordance with State and Federal Law (except those referenced in the paragraph below) and in business for at least one (1) year may submit a proposal for funding. Minority and women-owned and operated businesses are encouraged to submit a proposal.

No proposer may compete for funds if:

- (1) the proposer has been debarred or suspended or otherwise determined to be ineligible to receive Federal funds by an action of any governmental agency;
- (2) the proposer's previous contract(s) with the CareerSource Gulf Coast have been terminated for cause;
- (3) the proposer has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services;
- (4) the entity or its parent organization has filed for bankruptcy during the past five (5) years; or
- (5) the proposer's name appears on the convicted vendor list;
- (6) the proposer develops, drafts specifications, requirements, statement of work, IFBs or RFPs and evaluations of proposals under Board procurement.

B. Services Required Under this RFP

The **CareerSource Gulf Coast Job Center Operator** (one stop operator) will coordinate the service delivery of required one-stop partners and service providers (details in Section IV, Scope of Work). The Job Center Operator will be responsible for coordinating service

providers across the one-stop delivery system and be the primary provider of career services within the comprehensive one stop center and coordinating services at affiliate sites staffed by CSGC personnel. This coordination will take the form of training and technical assistance.

The Job Center Operator will be expected to provide Basic and Individualized Career Services as well as Follow-Up Services under WIOA Title I programs and Wagner-Peyser.

C. CareerSource Gulf Coast Job Center Responsibilities and Restrictions

The CareerSource Gulf Coast Job Center Operator, for the purposes of this RFP and any resultant grant agreement, is defined as the entity selected to support CareerSource Gulf Coast's management in the delivery of services, coordinating with partner programs within the Job Center and maintaining a transparent, cooperative relationship with the CareerSource Gulf Coast Board and its staff. The tasks listed below are expected to be performed by the successful proposer at the Comprehensive Job Center. Other arrangements will be made as needed at affiliate sites.

The successful proposer will:

- ◆ Have the existing expertise, capability and capacity to deliver workforce development services to our job seeker and employer customers as is described in this RFP. There is no funding to provide for an overlap of agreements to allow for training of an inexperienced proposer;
- ◆ Provide outreach efforts and services to local employers;
- ◆ Continue to develop and enhance our workforce development system by focusing on a fully coordinated and integrated customer service strategy that is market driven and offers value-added services to our job seeker and employer customers;
- ◆ Provide the services described in this RFP using the current service delivery system in the existing CareerSource Gulf Coast Job Center location;
- ◆ Quickly adapt and conform to changes in policies, procedures, priorities, service delivery design and customer needs as necessary;
- ◆ Establish and maintain a continuous improvement process that includes data collection, reporting, data analysis and corrective action mechanisms to ensure that performance goals are achieved;
- ◆ Maintain a close working relationship with all mandatory partners and improve their involvement in, utilization of, and provision of resources to CareerSource Gulf Coast Job Center customers;
- ◆ Deliver services to individuals with limited English language skills, disabilities or other significant barriers;
- ◆ Promote adoption of creative and innovative methods and best practices in the delivery of the required services;
- ◆ List all job openings within its organization with CareerSource Gulf Coast;
- ◆ Maintain referral agreements with all other CareerSource Gulf Coast funded

service providers;

- ♦ The successful proposer will be housed in the CareerSource Gulf Coast Job Center located at 625 Highway 231, Panama City, Florida. The Job Center is a turn-key operation with lease, phone, IT backbone and custodial services paid for by CSGC Office space and staff in Franklin and Gulf Counties are funded by the Board through a variety of workforce and non-workforce dollars. It is expected that the Job Center operator will support and coordinate with that staff to ensure that services are recorded properly in Employ Florida and provide training and technical assistance as needed. The One Stop Operator will be responsible for coordinating Job Fairs at affiliate sites and advising staff on special client requests.

The CareerSource Gulf Coast Job Center Operator may subcontract with other entities only with prior written approval of the CareerSource Gulf Coast Executive Director. The Job Center Operator is expected to provide support and operational assistance on any grants received by CSGC.

D. Funding Period/Period of Performance

The funding period for any grant agreement awarded under this solicitation will be from July 1, 2021 through June 30, 2022, provided performance remains acceptable during that period. Any agreement awarded from this RFP will include an option to renew for up to three additional one-year periods contingent upon successful performance and funding.

E. Funding Available

CareerSource Gulf Coast will make sufficient funding available from various sources to deliver the services requested in this RFP. The proposer is responsible for proposing a reasonable total cost for delivering the services described in this RFP. Funding during the agreement period may be adjusted due to changes in funding received. CareerSource Gulf Coast is the leaseholder for the 625 Highway 231, Panama City location; therefore, rent costs should not be considered when developing a budget.

Staff from other funding sources will be made available on a full-time basis and will be placed under the functional supervision of the CareerSource Gulf Coast Job Center Operator. These staff resources are funded from the Wagner-Peyser Act, Florida's Unemployment Compensation Law, Title 38 of United States Code, services for Veterans, and the Trade Act of 2002. Periodically, additional funding will become available and added to the grant agreement resulting from this RFP. This funding may result in additional staff to deliver CareerSource Gulf Coast Job Center services. The percentage of the total costs of the program or project which will be financed with Federal money is 100%. The dollar amount of Federal funds for the project or program is to be determined. The percentage and dollar amount of the total costs of the project that will be financed by nongovernmental sources is 0% and \$0.

F. Performance

The CareerSource Gulf Coast Job Center will be subject to the following performance measures and levels. Additional measures, likely performance levels and definitions, may be found in Exhibit A.

| Region 4 Program Year 2021 Performance Goals CareerSource Gulf Coast Job Center | | | |
|---|--------------|--|---------|
| Unique employers served | 100/Quarter. | Wagner Peyser Entered Employment Rate | 66% |
| Distinct individuals receiving services | 900/Quarter | Wagner Peyser Median Wage Rate | \$10.00 |
| Veterans served | 15/Quarter | Timeliness of Data Entry-WIOA Applications | 5 days |
| Wagner Peyser wage rate YTD | \$9.65 | Timeliness of Data Entry-WIOA Exits | 2 days |

Three performance measures for contract year 2021-2022 are listed below. The service provider must meet two of the three measures to earn the ten (10) percent holdback. Exceeding one measure will count as meeting two, however, the service provider is encouraged to strive towards meeting all three goals.

- 1.) Unique Employers Served – 100 per quarter
- 2.) Distinct Individuals Receiving Services – 900 per quarter
- 3.) Veterans Served – 15 per quarter

Proposals will be required to describe the strategies to be used to meet and exceed these mandatory standards.

G. Type of Grant Agreement

Proposed costs will be analyzed, and a grant agreement will be negotiated on either a fixed-price basis or a cost reimbursement basis. **There will be no agreement negotiated without a performance basis.**

Payment under a cost reimbursement grant agreement will have a portion of the funds (a minimum of 10%) withheld until achievement of measurable performance outcomes have been documented. The remaining funds will be used to reimburse allowable expenditures submitted on a monthly invoice with appropriate documentation. Examples of measurable performance outcomes include, but are not limited to, full-time job placement, six-month job retention and wage at placement.

For the purposes of responding to this RFP, proposers are to develop a line item budget showing all expected costs associated with delivering the required services. Additionally, proposers must include a budget narrative that details the methodology for budgeted amounts. Expenditures will be charged to line-item budgets and to cost categories using the cost limitations established by OMB Uniform Guidance 2 CFR 200 and WIOA. In some limited instances, agreements may include an advance for services to be performed.

Due to the nature of the funding sources, legislation, policies and performance achieved, proposers are advised that any agreement awarded under this RFP may be modified to incorporate changes in any of the above areas as well as system-wide adjustments in the delivery system or any activities provided.

H. Governing Authority

Acceptable proposals will meet the specifications contained in this RFP, the requirements of the Federal Workforce Innovation and Opportunity Act, the Deficit Reduction Act of 2005, the Region 4 CareerSource Gulf Coast Local Workforce Services Plan 2020-2024 and Florida's Workforce Innovation Act of 2000 (WIOA 2000), Florida Statute 445, and all applicable policies and regulations. It is incumbent upon proposers to familiarize themselves with these documents during proposal development. Reference copies are available for review at the CareerSource Gulf Coast administrative office located at 5230 West U.S. Highway 98, Panama City, Florida 32401.

I. Questions

All questions not posed at the Bidders' Conference must be submitted in writing by mail, email or fax no later than 12:00 Noon Central Standard Time on March 5, 2021, to:

Jennifer German, Deputy Director
CareerSource Gulf Coast
5230 West U.S. Highway 98
Panama City, Florida 32401
Telephone Number: (850) 913-3285
Fax Number: (850) 913-3269
Email: jgerman@careersourcegfc.com

Questions received prior to the Bidders' Conference will be addressed at the Bidders' Conference. Questions received after the Bidders' Conference but before the close date for questions will be responded to in writing and posted on the CareerSource Gulf Coast website.

PART II: PROCUREMENT TIMETABLE

| <u>Procurement Action</u> | <u>Date</u> |
|---|--|
| RFP Packets Available / Issue RFP | February 18, 2021 |
| Bidders' Conference | 10:00 AM (CST), February 26, 2021 |
| Last Date for Questions | 12:00 PM (CST) March 5, 2021 |
| Letter of Intent to Submit Proposal Due | March 10, 2021, due by 4:00 CST |
| Proposals Due | No later than 12:00 PM (CST), March 25, 2021 |
| CareerSource Gulf Coast Board of Directors Approval | On or About May 11, 2021 |
| Grant Agreement Execution | On or About May 12, 2021 |
| Provision of Services Begin | July 1, 2021 |

All time shown is Central Time (CT). CareerSource Gulf Coast reserves the right to adjust the schedule when it is in the best interest of CareerSource Gulf Coast or to extend any published deadline in this RFP upon notification to those who have submitted a Letter of Intent to Submit Proposal by the date and time specified.

All potential respondents are **strongly encouraged** to attend the Bidders' Conference since this will be the best opportunity for having technical and other concerns addressed. A copy of the proposal review/rating sheet will be distributed at the Bidders' Conference. The Bidders' Conference will be held via GoToWebinar. The link will be sent to each proposer prior to the Bidder's Conference.

The Letter of Intent to Submit Proposal must clearly identify the proposer. A Letter of Intent to Submit Proposal does not commit a proposer to submit a proposal; however, a Letter of Intent must be submitted in order to propose.

The Letter of Intent to Submit Proposal may be faxed to (850) 913-3269, e-mailed to the address below, hand delivered, or mailed to the address indicated below. The prospective proposer is solely responsible for assuring that anything mailed to CareerSource Gulf Coast arrives safely and on time. The CareerSource Gulf Coast administrative office is located at:

5230 West U.S. Highway 98
Panama City, Florida 32401
Telephone Number: (850) 913-3285
Fax Number: (850) 913-3269
jgerman@careersourcegc.com

PART III: BACKGROUND INFORMATION

CareerSource Gulf Coast is the designated administrative entity and sub-state grantee for the Local Workforce Development Area 4 area and has been chartered by the Governor as the regional workforce development board. As such, CareerSource Gulf Coast oversees the planning and implementation of a variety of welfare reform and workforce development programs in Bay, Franklin and Gulf Counties.

CareerSource Gulf Coast is a private not-for-profit corporation registered under Section 501(c)(3) of U.S. Internal Revenue Code. A board of directors comprised of volunteers from all three counties in the region who represent private sector business, economic development, education, organized labor, community-based organizations, veterans, and state and local government agencies governs CareerSource Gulf Coast. Joint oversight is provided through an agreement with the Board of County Commissioners from each of the three counties in Region 4.

The mission of CareerSource Gulf Coast is to provide leadership, oversight, guidance and assistance to institutions and agencies delivering training and workforce services in order to meet the economic development and employment needs of Bay, Gulf and Franklin Counties.

Legislation

Workforce Innovation and Opportunity Act

The Federal Workforce Innovation and Opportunity Act of 2014 (WIOA), P.L. 138-228, was enacted to consolidate, coordinate and improve employment, training, literacy and vocational rehabilitation programs in the United States.

WIOA PROGRAMS

WIOA brings together, in strategic coordination, the core programs of Federal investment in skill development:

Employment and training services for adults, dislocated workers, and youth and Wagner-Peyser employment services administered by the Department of Labor (DOL) through formula grants to states; and Adult education and literacy programs and Vocational Rehabilitation state grant programs that assist individuals with disabilities in obtaining employment administered by the Department of Education (DOE).

WIOA also authorizes programs for specific vulnerable populations, including the Job Corps, YouthBuild, Indian and Native Americans, and Migrant and Seasonal Farmworker programs as well as evaluation and multistate projects administered by DOL. In addition, WIOA authorizes other programs administered by DOE and the Department of Health and Human Services.

WIOA replaces the Workforce Investment Act of 1998 and retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

HIGHLIGHT OF WIOA REFORMS

WIOA ensures that employment and training services provided by the core programs are coordinated and complementary so that job seekers acquire skills and credentials that meet employers' needs.

Key partners and services will be available at Job Centers through the co-location of the Wagner-Peyser Employment Service and the addition of the TANF program as a mandatory partner (TANF has been a partner in Florida for many years).

State and local areas are encouraged to improve customer service and program management by integrating intake, case management, and reporting systems.

State and local boards will promote the use of industry and sector partnerships to address the workforce needs of multiple employers within an industry. State and local boards are responsible for activities to meet the workforce needs of local and regional employers.

WIOA helps job seekers acquire industry-recognized credentials for in-demand jobs.

Training that leads to industry recognized post-secondary credentials is emphasized. States and local areas will use career pathways to provide education and employment and training assistance to accelerate job seekers' educational and career advancement. WIOA ensures that unemployed and other job seekers have access to high-quality workforce services.

WIA service categories of core and intensive services are collapsed into "career services" and there is no required sequence of services, enabling job seekers to access training immediately.

Job seekers who are veterans, basic skills deficient, in addition to those who are low-income individuals, have a priority for services from the Adult program.

Unemployment insurance claimants can receive eligibility assessments and referrals to an array of training and education resources through the Wagner-Peyser Employment Service program.

WIOA increases individuals with disabilities' access to high quality workforce services and prepares them for competitive integrated employment.

Job Centers will provide physical and programmatic accessibility to employment and training services for individuals with disabilities.

Youth with disabilities will receive extensive pre-employment transition services so they can successfully obtain competitive integrated employment.

State vocational rehabilitation agencies will set aside at least 15 percent of their funding to

provide transition services to youth with disabilities.

A committee will advise the Secretary of Labor on strategies to increase competitive integrated employment for individuals with disabilities.

VR state grant programs will engage employers to improve participant employment outcomes.

WIOA prepares vulnerable youth and other job seekers for successful employment through increasing the use of proven service models services.

WIOA makes state and local boards more agile and well-positioned to meet local and regional employers' workforce needs.

State and local boards must coordinate and align workforce programs to provide coordinated, complementary, and consistent services to job seekers and employers.

Business continues to contribute to strategic development and other activities by maintaining a leadership role on the boards and forming the majority of workforce board members. State and local boards are more strategic and flexible as board membership is streamlined.

Required One Stop Partners are all WIOA Title I programs, Wagner-Peyser Act, Adult Education, Vocational Rehabilitation, Senior Community Service Employment Program (SCSEP), Career and Technical Education, Trade Adjustment Assistance (TAA), Temporary Assistance for Needy Families (TANF), and, in Local Workforce Development Area 4, the Supplemental Assistance Nutrition Program (SNAP) and Ticket to Work.

Service Delivery & Procurement

CareerSource Gulf Coast will enter into a grant agreement with the successful proposer for a one-year period and may renew on a yearly basis for a period of up to three (3) years after the original period contingent upon satisfactory performance evaluations and availability of funding.

Compliance and Performance

CareerSource Gulf Coast is subject to extensive compliance and performance monitoring by both State and Federal agencies. Additionally, we retain our own independent monitors.

The successful proposer will be required to meet numerous programmatic and fiscal compliance and quality indicators set forth in State and Federal statute, rules and regulations as well as local CareerSource Gulf Coast policy.

PART IV: SCOPE OF WORK

This section of the RFP is intended to provide details on the services for which CareerSource Gulf Coast wishes to enter into a grant agreement. Keep these details in mind as the proposal is created. To fully comply with the requirements of this RFP, the successful proposer must effectively and efficiently deliver various welfare reform and workforce development services to our job seeker customers and employer customers. In order to accomplish this, proposers must promote high quality customer service while continuously improving the integrated, responsive system of service delivery that is already in place, through the CareerSource Gulf Coast Job Center system.

The purpose of the CareerSource Gulf Coast Job Center system is to establish the framework for a client-centered, consistent, fair, and meaningful methodology to provide a triage of service levels with the underlying focus on customer choice and self-determination. Our goal is to ensure the delivery of services focuses on fully integrating a consistent service delivery process and providing excellent customer service, quality case management and effective job placement to ensure the long-term success of all customers.

The One Stop Operator is expected to coordinate the service delivery of required partners by maintaining close referral partnerships with non-on site programs and daily working relationships with in-house partners for the benefit of customers.

The co-located One Stop Partners for CSGC's comprehensive Job Center are:

- WIOA Title I Programs (Adult, Dislocated Worker, Youth)*
- Wagner – Peyser Act services
- Senior Community Service Employment Program (SCSEP)
- Trade Adjustment Assistance
- Temporary Assistance for Needy Families (TANF)*
- Ticket to Work
- Supplemental Nutrition Assistance Program*

(* programs are operated by service providers)

The following list of partners is not expected to be on site but to whom referrals should be made.

Adult Education

Career and Technical Education

Vocational Rehabilitation (on site as needed)

For affiliate centers, the One Stop Operator will provide a list of referral processes for partner programs.

A proposer must present a strategy to deliver the required services at the Comprehensive Center. Proposals for service delivery for less than the entire three county region will be considered non-responsive.

A. Target Groups

The successful proposer will provide the services described in this RFP to the following customers, as appropriate and within funding/eligibility guidelines:

1. Employers seeking labor market information, labor exchange services (e.g., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, etc;
2. The general public seeking Basic Career Services;
3. Individuals who meet the requirements for WIOA registration and are included in the priority of service categories, who are enrolled in and provided Basic Career Services;
4. Individualized Career Services and, in some cases, provided Training Services;
5. Low income and basic skills deficient individuals;
6. Displaced Homemakers
7. Ticket holders in SSA's Ticket to Work program
8. Veterans, Disabled Veterans and Military Spouses
9. Individuals seeking specialized services such as veterans, food stamp recipients, TANF diversion applicants, individuals impacted by off-shore outsourcing who may be eligible for TAA , and other targeted groups;
10. Former WIOA enrollees to whom follow-up services must be provided;
11. Individuals receiving TANF that are subject to the Welfare Transition work requirements that have been referred by the Welfare Transition provider;
12. Employers and Job Seekers engaged in CSGC-developed sector strategies;
13. Former TANF recipients who are eligible for transitional benefits; and
14. Non-custodial parents of the children of Welfare Transition program customers.

B. Required Services to be Provided to Employers by the CareerSource Gulf Coast Job Center Operator:

The successful proposer will manage and provide a broad menu of services to employers under the guidance of the CareerSource Gulf Coast Director of Workforce Services. These services will be designed to address not only an employer's current labor needs, but also to assist in anticipating and preparing for future labor needs. Those services include, but are not limited to, the following:

1. Assisting employers to expand their access to potential labor pools consisting of youth, older workers, welfare recipients, and individuals with disabilities, in addition to other jobseekers;
2. Ensuring the registration and vetting of Employers into Employ Florida, including securing and documenting employer permission to post jobs in EF;
3. Customized screening and referral of qualified participants in career and training services to employers;
4. Customized employment-related services to employers, employer associations, or other such organizations on a fee-for-service basis that are in addition to labor exchange services available to employers under Wagner-Peyser and;

5. Activities to provide business services and strategies that meet the workforce investment needs of area employers, as determined by the Local Board and consistent with the local plan
6. Implementing sector strategies developed by CSGC and facilitating relationships between key stakeholders;
7. Assisting employers with their recruitment process through posting of job orders, job fairs, space for on-site interviewing and other similar activities;
8. Assisting employers with HR related functions such as writing and reviewing job descriptions, scheduling job interviews, and/or coordinating pre-employment training;
9. Providing labor market information, information on tax credits (e.g., WOTC, Earned Income Tax Credit, and other similar programs) and financial incentives for training available for new or current employees;
10. Making Rapid Response activities available at the work site (or another site) for those employers/employees faced with mass lay-offs and/or plant closings;
11. Coordinating with other agencies providing job placement assistance, such as training vendors, private job placement firms, and other current or prospective partners in an effort to reduce and possibly eliminate the multiple calls made to employers;

In order for the CareerSource Gulf Coast Job Center delivery system to be positioned as the front door for employer services in Region 4, the successful proposer will employ strategies that continually assess employers' needs and deliver timely results that meet those needs. Periodically, employers and community partners may request usage of space within the CareerSource Gulf Coast. The successful proposer will be responsible for scheduling these events and for enforcing Board policies regarding such usage.

C. Required Services to be Provided to Job Seekers by the CareerSource Gulf Coast Job Center Operator

The successful proposer will deliver a broad menu of services to job seekers. Job seekers receiving services should be registered in EF so that activities and services can be documented and tracked. These services will be designed to remediate skill deficiencies and employment barriers and promote economic self-sufficiency. Those services are described below.

1. **Description of Services:** The Job Center service delivery system will be managed to provide access to Career Services, Training Services and non-WIOA Services. Basic Career Services will be available to all job seekers with Individualized, Follow Up and Training Services available to eligible job seeker customers. Availability of funds, in conjunction with customer need and eligibility guidelines, will determine the combination of services appropriately provided to individual customers.

The successful proposer will be responsible for the provision of Career Services. Career services, as identified in sec. 134(c)(2) of WIOA, consist of **three types:**

(a) Basic career services must be made available and, at a minimum, must include the following services, as consistent with allowable program activities and Federal cost principles:

(1) Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;

(2) Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to the application Web site;

(3) Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service's needs;

(4) Labor exchange services, including—

(i) Job search and placement assistance, and, when needed by an individual, career counseling, including—

(A) Provision of information on in demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and

(B) Provision of information on nontraditional employment; and

(ii) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system;

(5) Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one stop delivery system and, when appropriate, other workforce development programs;

(6) Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—

(i) Job vacancy listings in labor market areas;

(ii) Information on job skills necessary to obtain the vacant jobs listed; and

(iii) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;

(7) Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;

(8) Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;

(9) Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and

appropriate referrals to those services and assistance, including: Child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;

(10) Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.

(i) "Meaningful assistance" means: Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.

(ii) The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.

(11) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

(b) Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following services, as consistent with program requirements and Federal cost principles:

(1) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—

(i) Diagnostic testing and use of other assessment tools; and

(ii) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

(2) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers.

(3) Group counseling;

(4) Individual counseling;

(5) Career planning;

(6) Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;

(7) Internships and work experiences that are linked to careers

(8) Workforce preparation activities;

(9) Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and § 681.500 of this chapter;

(10) Out-of-area job search assistance and relocation assistance; and

(11) English language acquisition and integrated education and training programs.

(c) Follow-up services must be provided, as appropriate, for participants placed in unsubsidized employment for up to 12 months after the first day of employment.

Counseling regarding the workplace is an appropriate follow-up service. Follow up services do not extend the date of exit in performance reporting.

(d) Training Services: Training services can be critical to the employment success of many adults and dislocated workers. Under WIOA, training services may be provided if the one-stop center staff determines, after an interview, evaluation or assessment, and career planning, that the individual:

- (1) Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- (2) Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
- (3) Has the skills and qualifications to successfully participate in the selected program of training services.

Training services, when determined appropriate, must be provided through an Individual Training Account (ITA). Training services must be linked to in-demand employment opportunities in the local area or planning region or in a geographic area in which the adult or dislocated worker is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, informed by the performance of relevant training providers, and coordinated to the extent possible with other sources of assistance (see WIOA sec. 134(c)(3)). The training provider must be on the CSGC Eligibility Training Provider List.

(e) Other Programs: The successful proposer will also be responsible for overseeing programs funded through non-WIOA or Wagner-Peyser sources. These programs may include the DEO Veterans' Program, Rapid Response, Military Spouse, and other programs and special projects, including National Emergency Grants, funded through dollars secured by CareerSource Gulf Coast.

- (1) The DEO Veterans' Program involves the provision of priority workforce services to veteran customers of the CareerSource Gulf Coast Job Center. These services include, but are not limited to, job referrals, job development, referrals to training and supportive services, case management, labor market information, resume assistance, employability workshops, etc.

The DEO Veteran's Program includes funding by the U.S. Department of Labor, Veterans' Employment and Training Service of Disabled Veterans' Outreach Program (DVOP) Specialists and Local Veterans' Employment Representatives (LVER) assigned to the CareerSource Gulf Coast Job Center who provide and facilitate the above services.

LVERs principal duties are to: (1) conduct outreach to employers in the area to assist veterans in gaining employment, including conducting seminars for employers and, in conjunction with employers, conducting job search

workshops and establishing job search groups; and (2) facilitate employment, training, and placement services furnished to veterans in the Job Center. DVOPs are primarily responsible for providing workforce services to veterans with significant barriers to employment, i.e. disabled veterans, incarcerated/ex-offender, homeless veterans, etc., and for conducting outreach to veterans, especially veterans with barriers to employment.

LVER staff is considered part of the CareerSource Gulf Coast Job Center business team and are utilized to also promote all workforce services, especially services in the employer marketing arena, i.e. employer visits, job fairs, etc.

- (2) The Military Spouse Program is an initiative by the Florida Legislature to provide employment services to dependents of active duty members of the armed services. Services include counseling, referral, and job placement.
- (3) The Rapid Response Program is intended to address layoffs and plant closings by quickly coordinating services and providing immediate aid to companies and their affected workers.
- (4) National Emergency Grants (NEGs) are made available through the state in the aftermath of local natural or man-made disasters. These funds are used to provide employment to those whose jobs have been eliminated as result of the incident. For the most part, the jobs created are for clean-up, restoration, and debris removal in the affected area(s).

2. **Detailed Description of Required Job Seeker Services:** The following is a more detailed description of some of the services identified above that are to be managed and provided by the successful proposer.

- a. **Outreach and Recruitment:** The successful proposer is responsible for adequately informing individuals and groups of the services available in the CareerSource Gulf Coast Job Center. This outreach and recruitment shall also be conducted in order to attract a sufficient number of individuals who are in need of the services provided and who meet the requirements to receive such services that would allow the successful proposer to meet negotiated performance outcomes.

Outreach and recruitment methods may include formal advertising, use of reciprocal agreements with other agencies, flyers, brochures, word-of-mouth or other methods of program information dissemination. The successful proposer must ensure that the outreach and recruitment is conducted within communities where potentially eligible customers reside and through on-going coordinated efforts with other community-based organizations. All marketing activities, materials and publications must be approved in advance by the CareerSource Gulf Coast Director of Communications and/or the Executive Director. No service provider staff may speak to the media regarding CSGC or services provided by CSGC without approval from the Executive Director or Director of Workforce Services. Failure to abide by this directive may result in the Board requiring the immediate termination of the offender. The successful proposer will have staff sign statements of understanding confirming that this policy has

been explained to them. Finally, all marketing materials/publications must contain the ADA statement, "Equal opportunity employer/program and auxiliary aids and services are available upon request to individuals with disabilities" and must also list the Center's TDD/TYY or relay service.

- b. CareerSource Gulf Coast Job Center and WIOA Specific Orientation: The successful proposer will provide a general CareerSource Gulf Coast Job Center orientation and a WIOA program specific orientation, as needed that informs individuals of the full array of services available, including non-traditional opportunities and services available from other sources. The general CareerSource Gulf Coast Job Center orientation will include a complete overview of the services offered at the Center. Specific WIOA requirements (i.e.; eligibility, career options, and other matters relevant to specific targeted customers) must be covered in WIOA program specific orientations.

This orientation can be accomplished via video, one-on-one meetings and posted information. The successful proposer is encouraged to use videos for overall CareerSource Gulf Coast Services' orientations to ensure a consistent message and quality delivery.

- c. WIOA Registration: The successful proposer will be responsible for conducting eligibility determinations on individuals prior to the provision of WIOA services. Proposers should take into consideration that certifying WIOA eligibility carries with it liability for dollars spent in serving individuals who are not eligible.
- d. Assessment: The successful proposer will make available an initial employment assessment to those Career Services (both Basic and Individualized) customers who are interested in receiving such service. A more comprehensive assessment will be available to all customers registered for WIOA and enrolled in Individualized Career Services. All assessment tools must be approved in advance by CareerSource Gulf Coast board staff. These tools will assist the individual customer in identifying the employment area in which he or she would be best suited.

The comprehensive assessment process may include behavior observation, detailed customer interviews, computer assisted testing and paper and pencil type assessments. On occasion, specialized tests may be administered that are more appropriate to the customer. This is most likely to occur with special populations, such as individuals with disabilities, or if the customer is interested in specialized training that may have program specific assessments. In all cases the assessment will comply with the requirements of WIOA, its regulations, Florida's Workforce Innovation Act of 2000 and/or any other program specifications detailed by CareerSource Gulf Coast.

- e. Individual Service Strategy (ISS): The successful proposer will develop an Individual Service Strategy (ISS) for each registered WIOA customer that advances to Individualized Career and Training Services. This "road map" will be jointly developed with the customer using a form provided by CareerSource Gulf Coast. The ISS must use the assessment results and will, at a minimum,

describe all employment barriers identified and include the mix and sequence of services that should help the customer overcome the barriers identified, supportive services to be provided, and the expected employment outcome(s) or goals.

The successful proposer will be responsible for initiating a “staffing” of any joint customers with the other partners’ case managers to ensure that no services are duplicated.

As the needs of the customer change, the successful proposer will be responsible for modifying the ISS to reflect those changes. Since the CareerSource Gulf Coast’s approach to case management is to provide individualized attention, the customer’s changing needs are to be identified quickly and a revised action plan developed to meet those needs. This new or revised action plan will become a modification or addendum to the customer’s ISS.

- f. Case Management: The successful proposer will be responsible for providing case management services for WIOA-eligible clients engaged in employer-based activities. Case management services include management services include data entry into appropriate information systems, follow-up services, and, on occasion, the facilitation of supportive services. Case management is a key component of the service delivery plan and critical to the ultimate success of the customer. Case management is necessary to assure that the needs of customers are met, and information required for program and performance reporting is collected.
- g. Pre-employment/Work Maturity Skills: The successful proposer will deliver various seminars for CareerSource Gulf Coast customers. The intent of these seminars is to provide the knowledge and skills to identify potential jobs apply for a job, interview for a job, and handle difficult situations that may be encountered after hire to ensure successful job retention.
- h. Training Referral: The successful proposer is responsible for providing, or in some cases referring, each individual to the most appropriate activity for the individual as determined from the assessment. The successful proposer may negotiate on-the-job training opportunities for customers as appropriate using guidelines established by CareerSource Gulf Coast; however, these contracts will be no more than six months in length.
- i. Support Services Coordination: The successful proposer will coordinate and manage the provision of support services to WIOA registrants and other customers where a funding source so allows. Supportive services will be provided to individuals served under Career and Training Services when those services are necessary to allow participation. Support services will include, but are not limited to, childcare, transportation, limited medical services, clothing, car repair, and work transition allowances. The successful proposer will only authorize support services when a need has been identified, when the customer will not be successful without this service, and when no other funding is available

to pay for such services. The successful proposer is responsible for managing the provision of support services in as cost efficient manner as possible. This provision of support services will be recorded in the appropriate management information system.

- j. Job Referral and Placement: The successful proposer will be responsible for providing job listings and referrals to assist Career Services customers in finding a job in coordination with Wagner-Peyser and other special programs funded staff. The successful proposer is responsible for providing more intensive job placement assistance to each customer that advances to Individualized Career and Training Services. This may include coordinating with a local education agency's placement staff if the customer is enrolled in training at that institution, providing success seminars, working with the customer directly to provide job leads, specific job development for individual customers, job matching to jobs listed in various job banks, etc.

The successful proposer will structure the CareerSource Gulf Coast job development process to bring about positive results for customers and employers through a variety of means including:

- (1) Making personal visits to employers by CareerSource Gulf Coast Job Center employer service representatives, as well as follow-up calls/visits to employers to build long-term relationships. Through involvement in the CareerSource Gulf Coast Job Center's one-on-one marketing, word-of-mouth referrals, and active participation with local agencies and associations, including the chambers of commerce and the economic development partnerships, the successful proposer will effectively build long-term positive relationships with employers throughout Region 4.
- (2) Informing the community, including employers, about the job development/placement services provided by the CareerSource Gulf Coast Job Center. This will be accomplished through networking with and membership in a variety of associations; through the dissemination of written literature; through hosting of and participation in Job Fairs and community events; and through coordination with other programs and agencies.
- (3) Providing trained placement staff in the CareerSource Gulf Coast Job Center who are familiar with the job order process and can effectively use these orders to place customers into jobs. Staff must have employer authorization to post a job order.
- (4) Encouraging employers to post job openings through the CareerSource Gulf Coast Job Center.
- (5) Developing an effective job match process, including the use of assessment information, to ensure that the most qualified candidate is referred to the employer, based on the employer's stated requirements.
- (6) Developing specific positions and reasonable accommodations for customers who need a special job opportunity because of special circumstances. This will be developed based on the needs of the customer

as determined in the initial and the comprehensive assessment process. One-on-one marketing will be used to identify employers who can best utilize the skills of these customers.

The successful proposer will ensure that each customer is placed, to the maximum extent possible, in a job that meets the definition of a job placement.

- k. Job Retention/Follow-up: The successful proposer will be responsible for assisting the WIOA registered and other funded customers and their respective employers with job retention. The length of this job retention assistance will be for at least twelve months. It is the intent of this job retention assistance to help job seekers placed into jobs by CareerSource Gulf Coast Job Center staff to overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and therefore self-sufficiency. Frequency of contact with the newly placed individual (and, when appropriate, the employer) will be determined on a case-by-case basis but not less than once at ninety days, six months, nine months and twelve months. During the retention period, the successful proposer must ensure, to the maximum extent possible, that the customer is not unemployed for more than five consecutive workdays and earns an hourly wage not less than the wage required to meet the funding stream's performance level.

The successful proposer will provide support services as a part of follow-up if those services will allow the customer to maintain or advance in employment.

The successful proposer will ensure that staff is focused on helping customers enhance their skills in order to not only retain their job, but to take steps to better their skills for career growth. This will be achieved through a variety of means including:

- (1) One-on-one counseling during follow-up contacts that will focus on identifying and eliminating any barriers that may be preventing a customer from successfully retaining a job.
- (2) Encouraging customers to attend the group success seminars on topics related to specific methods for retaining a job, enhancing skills and fostering self-sufficiency.
- (3) Encouraging further career advancement and skill attainment through occupational skills training.

D. Service Guidelines

The successful proposer will be held to the following guidelines.

1. Staffing. The successful proposer will hire qualified programmatic and technical staff that has the expertise to meet the goals, objectives and requirements of this RFP. The experience, abilities and motivation of the staff play a critical role in the ultimate success of the service delivery. For that reason, the CareerSource Gulf Coast Director of Workforce Services must be involved in the hiring process of those hired within and funded (even partially) through any resulting agreement. The successful proposer will ensure that:

- a. Staff is trained to effectively carry out required activities;
- b. On-going training is conducted in-house to keep staff abreast of new policies and procedures; and
- c. All staff will have consistent, reliable e-mail access.

The successful proposer will be responsive to CareerSource Gulf Coast recommended or mandated training relevant to quality service delivery or performance improvement. CareerSource Gulf Coast may, at its discretion, directly arrange or provide funding for such training.

2. CareerSource Gulf Coast Job Center Location: The successful proposer will be housed in the CareerSource Gulf Coast Job Center at 625 Highway 231, Panama City, Florida.
3. Hours of Operation. At a minimum, all full service CareerSource Gulf Coast Job Centers must be open from 8:00 a.m. – 4:30 p.m., Monday through Friday. In addition, the successful proposer will ensure that arrangements are made to keep service delivery available in compliance with the State of Florida Holiday Schedule. It should also be understood that in inclement weather situations, CareerSource Gulf Coast will make decisions to open or close the Job Center, which may or may not coincide with the operators own inclement weather policies or decisions. The one stop operator may provide services as needed after hours.
4. Job Vacancies. The successful proposer will list all of their organization's job vacancies with the CareerSource Gulf Coast Job Center and commit to hiring Job Center customers into those job vacancies whenever possible. The successful proposer will also enter into referral agreements with all other CareerSource Gulf Coast partners, as appropriate.
5. Personnel Files. The successful proposer will be responsible for creating and/or maintaining personnel files on both DEO staff and service provider staff. These files will be accurate and contain documentation of continuing education, as well as records of any disciplinary action taken.
6. Management and Financial Requirements.
 - a. Capabilities. The successful proposer will demonstrate the management and financial capability needed to effectively and efficiently deliver the program proposed. Management capability includes the ability to manage the delivery system effectively and efficiently, conduct self-monitoring for compliance, achieve the required objectives, provide quality service delivery, keep appropriate records in an auditable manner, and meet/exceed performance standards.

Financial capability includes the ability to maintain fiscal controls, accounting procedures, and financial reporting in accordance with generally accepted accounting principles and requirements established by CareerSource Gulf Coast, demonstrate sound financial practices, and show evidence of continued financial stability. The successful proposer will

maintain separate accounting records for any agreement resulting from this RFP to ensure accurate and appropriate reporting of expenditures and ensure that costs are tracked in sufficient detail to determine compliance with requirements and ensure funds have not been unlawfully spent. All accounting records must be made available for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules, regulations and the provisions of the agreement.

- b. Staff Costs. Due to the nature of the services solicited by this RFP, CareerSource Gulf Coast will only reimburse personnel costs for time actually worked and reasonable vacation, sick leave and holidays as provided for in the proposing organization's personnel policies and earned during the agreement term. No other paid leaves of absence will be reimbursed by CareerSource Gulf Coast nor will they be part of the negotiated grant agreement.
 - c. Purchasing. The successful proposer will follow Federal and State procurement guidelines as outlined in State statute and Federal circulars, such as OMB Uniform Guidance 2 CFR 200. If the proposer intends to procure equipment, materials, etc., from itself or an affiliated organization, it must be identified as such in the budget narrative and any profit generated from that transaction(s) must be identified in the proposal.
 - d. Program Income. The successful proposer will follow guidelines outlined in Federal regulations OMB Uniform Guidance 2 CFR 200.
 - e. Rent. CareerSource Gulf Coast will provide a facility in Bay County for the successful proposer to operate the CareerSource Gulf Coast Job Center. This is a turn-key operation; therefore, the successful proposer will have no set-up costs or on-going cost related to office occupancy.
7. Quality Control: The successful proposer will use a quality control process to detect and reduce fraud and errors in data collection, eligibility determinations and service delivery. All staff of the successful proposer will be responsible for error and fraud detection and reduction. All staff will be responsible for exercising care when handling confidential information.
- a. *Monitoring Activities* - The successful proposer's internal monitoring activities shall include case file review, data entry review, caseload contacts, and quality control monitoring to ensure appropriate service delivery.
 - b. *Tracking Effectiveness* - The successful proposer will track effectiveness using monitoring data, State reporting data, regional reports, and feedback from CareerSource Gulf Coast staff and partners.
 - c. *Performance Evaluation* - The successful proposer will continuously evaluate its operations for efficiency and goal attainment. The successful proposer will maintain close relationships with other workforce system

partners in order to provide the most up-to-date information on available services to clients. Not less than quarterly, contact shall be maintained with workforce system partners in order to remain abreast of services that may be of value to participants.

The successful proposer will establish and maintain mechanisms to ensure that records are entered and updated correctly in the appropriate information system(s). This includes proper funding stream/project coding, case note frequency and quality, and monitoring of end dates.

8. File Maintenance and Documentation. The successful bidder will be responsible for maintaining a case file for every customer that has advanced beyond WIOA basic career services. That case file can be a combination of the electronic file and a hard copy file as appropriate. At a minimum, the case file shall include information and documentation of each of the following as applicable: all eligibility and data validation items; the initial and comprehensive assessments; the Individual Service Strategy (ISS) and its updates; progress reports; time and attendance; training completion certifications; counseling notes; job placement information; and job retention verification. Counseling notes must be documented monthly at a minimum. These files are the property of CareerSource Gulf Coast and must be turned over to CareerSource Gulf Coast upon request and at the end of the agreement term. The successful proposers will ensure that all customer files, both hard copy and electronic, are up-to-date and ensure that no more than 3% of the files have out-of-date or incorrect information when monitored by CareerSource Gulf Coast or its designee. By signature on each monthly invoice, the successful proposer is certifying the accuracy and timeliness of the information in the case files. The successful proposer will maintain files containing medical information on clients under lock and key.

On a quarterly basis, the CareerSource Gulf Coast Job Center Operator will be responsible for reviewing a set number of files using the monitoring tool appropriate for each program. The number to be reviewed will be determined by the CareerSource Gulf Coast Quality Assurance Coordinator. That number will be a reasonable sampling based on overall program enrollment.

9. Reporting: The successful proposer will maintain documentation necessary to generate information for required Federal, State and CareerSource Gulf Coast reports and provide financial and other information on daily operations as requested. The successful proposer will carefully analyze existing reports to determine if reports or report elements are necessary and if the reports meet the needs of CareerSource Gulf Coast, Federal and State agencies or the successful proposer's own business requirements.

The successful proposer will ensure timeliness of data entry for all programs. For WIOA, the application must be entered within five (5) days of the date of application. Program exits must be entered within two (2) days of the date of the client's exit.

10. Performance Accountability Requirements: Proposers will be held to negotiated performance levels for each of the core indicators of performance prescribed by CareerSource Gulf Coast. Each proposer will suggest within the proposal a percentage and number of participants who will meet each of the performance objectives; however, this percentage is subject to negotiation during agreement discussions. Proposers will also be able to suggest measures in addition to those required by CareerSource Gulf Coast. Service providers must be able to meet any and all Federal, State, and locally developed performance measures, even if some of these measures have not been developed at the time of publication of this RFP.
11. Coordination: The successful proposer will establish and maintain a collaborative and functional relationship with the region's CareerSource Gulf Coast partners, and other workforce development entities such as the CareerSource Gulf Coast's training vendors, and related community service providers.
12. Other CareerSource Gulf Coast Grantees: The successful proposer will provide CareerSource Gulf Coast Job Center services for those special projects funded by CareerSource Gulf Coast or CareerSource Florida. The successful proposer will also provide technical assistance and staff training to these special projects as requested by CareerSource Gulf Coast.
13. Standard Operating Procedures: The successful proposer will ensure that all staff hired as a result of any award under this RFP, including subcontractor staff and all CareerSource partners located in the CareerSource Gulf Coast Job Center, understands and conducts business on a day-to-day basis in accordance with the standard operating procedures outline in any and all memorandum of understanding negotiated by CareerSource Gulf Coast.
14. Confidentiality: The successful proposer will ensure that all staff with access to sensitive information is aware that misuse of such information can result in termination and possibly legal action. All individuals with access to the case management modules of EF, FLORIDA, OSST or any other state information system must have a completed security form on file with the Career Source Gulf Coast Regional Security Officer (RSO). It is the responsibility of the service provider management to notify the RSO of staff changes so system access can be terminated. All staff will be required to pass a Level Two background check.

PART V: INSTRUCTIONS FOR PROPOSAL SUBMISSION

A. Who Can Submit a Proposal

All public or private not-for-profit corporations, local education agencies, governmental units, public agencies, or private-for-profit corporations properly organized in accordance with State and Federal law (except as indicated in the paragraph below) and in business for at least one (1) year may submit a proposal for funding. Minority and women-owned and operated businesses are encouraged to submit a proposal.

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the entity's previous agreement(s) with the Gulf Coast Workforce Board, Inc. dba CareerSource Gulf Coast have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or (4) the entity's name appears on the convicted vendor list; or (5) the entity develops or drafts specifications, requirements, statements of work, IFBs or RFPs and evaluations of proposals under board procurement.

No more than one organization will be selected as the operator to deliver all activities described in this RFP. The successful proposer may subcontract with other entities with prior approval of CareerSource Gulf Coast; proposers are encouraged to utilize minority and women-owned and operated businesses as subcontractors. A proposal that includes subcontracting more than 25% of funds for activities and services in this RFP to other agencies will not be considered responsive. Each proposer is advised that CareerSource Gulf Coast will hold the successful proposer totally responsible and accountable for effectively and efficiently managing and delivering the services and activities described in this RFP while providing excellent customer service and achieving the contracted performance outcomes.

B. Responsive Proposals

To be considered responsive, proposals must meet the following minimum criteria.

1. Two (2) original proposals, six (6) copies, and a jump drive on which the proposal has been saved (note what program it is saved in; e.g., Word '07) must be received into the CareerSource Gulf Coast administrative office by **no later than the due date and time shown in the Procurement Timetable, Part II, of this RFP**. The timely delivery of a proposal is entirely the responsibility of the proposer. Proposals postmarked on or before the proposal due date but delivered, for any reason, after the due date or time will be considered non-responsive. Proposals hand delivered, for any reason, after the due date or time will be considered non-responsive. Only natural disasters or auto accidents are considered acceptable reasons for late delivery.
2. The original proposal(s) must be manually signed in **BLUE** ink by an official authorized to represent and bind the proposing agency and must be marked "original".
3. Proposals must be presented in the same order as set forth in "Proposal Format" below and contain all information requested.

4. Giving incomplete or erroneous information or withholding important information could result in disqualification or, later, grant agreement termination.
5. Proposers must demonstrate a general understanding of the Region 4 CareerSource Gulf Coast One-Stop delivery system, the services solicited by this RFP, and the ability to effectively and efficiently manage and deliver those required services.

C. Proposal Format

Each proposal is to be prepared simply and economically, providing a straightforward response to this RFP. **Elaborate or expensive bindings, colored displays and/or promotional materials are not desired and are not to be included.**

CareerSource Gulf Coast will not return proposals, binders or exhibits to proposals. All proposals become the property of CareerSource Gulf Coast and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. In submitting a proposal, the proposer acknowledges that CareerSource Gulf Coast will have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP without the necessity of paying a fee, license or royalty. Selection or rejection of the proposal will not affect this right.

All proposals must be assembled according to the following outline. Maximum allowable pages per section are noted. Proposals are to be sequentially paginated at the bottom center of each page beginning with the cover sheet using the format of "Page XXX of XXX". Include all attachments in the pagination.

The following format must be used in compiling the proposal:

1. Cover Sheet/Organizational Background - Use **Required Form 1** (not included in page count)
2. Table of Contents (not included in page count)
3. Executive Summary (maximum 3 pages)
4. Budget Summary - Use **Required Form 2** (maximum 3 pages not including Form 2)
5. Organizational Experience, Capability and Support (maximum 6 pages)
6. Statement of Work (maximum 20 pages)
7. Staffing Plan (maximum 2 pages)
8. Performance Outcomes (maximum 2 pages)
9. Coordination and Non-Duplication (maximum 1 page)
10. Automation and Technology (maximum 1 page)
11. Avoiding Conflict of Interest (maximum 1 page) (if applicable - not included in page count)
12. Transition Plan (maximum 1 page) (required of all proposers not currently serving as a service provider)

13. Quality Control (maximum 2 pages)
14. File Maintenance/Documentation/Data Entry (maximum 1 page)
15. Mandatory Attachments (not included in page count)

| | |
|--------------|--|
| Attachment A | Administrative and Financial Capabilities Checklist (form provided) |
| Attachment B | Original CONFLICT OF INTEREST STATEMENT/ CERTIFICATION (form provided) |
| Attachment C | Original signed Certifications and Assurances (form provided) |
| Attachment D | The proposing agency's most recent complete CPA certified audit or review, including all management letters or financial statements (if the proposer is a private for profit agency and they do not have a recent audit) |
| Attachment E | Letters of Support |
| Attachment F | An organizational chart showing: (1) the proposed program's relationship to the overall agency's operations; (2) each position on the organizational chart with an indication of whether the position is paid or volunteer; and (3) the proposed staffing. Statement committing to provide resumes of key staff that will be involved if awarded a grant agreement. |
| Attachment G | A copy of the proposing agency's Board of Directors list including other affiliations. |
| Attachment H | Evidence of the proposer's compliance with Federal Equal Employment Opportunity obligations as set forth in Title 41 CFR and in Executive Order 11246, as amended. The proposer must also submit evidence of their compliance with Federal Affirmative Action obligations as set forth in 41 CFR 60-1. Submitting the most current EEO-1 form can provide this evidence and the EEO-1 forms from the two preceding years. If the proposer has not submitted EEO-1 forms, the proposer may find forms and instructions at the EEO website http://www.eeoc.gov/ |

THE FOLLOWING ATTACHMENTS ARE FOR INFORMATION ONLY BUT WILL BE REQUIRED SHOULD AN AGREEMENT RESULT FROM THE PROPOSAL.

| | |
|--------------|---|
| Attachment I | Insurance Certifications |
| Attachment J | Certification Regarding Staff Background Checks |
| Attachment K | Certification Regarding Breach of Ethical Standards |
| Attachment L | Copyright Statement |
| Attachment M | Assurance of Pell Grant Coordination |
| Attachment N | Assurances |

D. Conditions Applicable to All Proposals

The following conditions are applicable to all proposals:

1. Reject any or all proposals, in whole or in part, which it considers not to be in its best interest;
2. Change or waive any provisions set forth in this RFP;
3. Return non-conforming proposals without review;
4. Waive informalities and minor irregularities in proposals received;
5. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics;
6. Request a) additional data, b) technical or price revisions, or c) oral presentations in support of the written proposal;
7. Determine that an arms-length agreement exists between the proposer and any subcontractors or vendors they might choose to use;
8. Require the establishment of escrow accounts for a service provider that currently has outstanding debts to the Gulf Coast Workforce Board, Inc. as a result of audits or monitoring reviews;
9. Conduct a pre-award review that may include, but is not limited to, a review of the proposer's record keeping procedures, management systems, accounting and administrative systems, and program materials;
10. Use additional or deobligated grant funds to increase the slot level of successful programs;
11. Change specifications and modify agreements as necessary to facilitate compliance with the legislation, regulations and policy directives, to manage funding and to meet the needs of the customers; and
12. End negotiations if acceptable progress, as determined by CareerSource Gulf Coast, is not being made within a reasonable time frame.

PART VI: SELECTION

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

- ◆ adequate financial resources or the ability to obtain them;
- ◆ the ability to meet the RFP design specifications at a reasonable cost as well as the ability to meet performance goals;
- ◆ a satisfactory record of past performance in delivering the proposed services including demonstrated quality of services and successful outcome rates from past programs;
- ◆ the ability to provide services and/or a program that can meet the need identified;
- ◆ a satisfactory record of integrity, business ethics and fiscal accountability;
- ◆ the necessary organizational, accounting and operational controls; and
- ◆ the technical skills to perform the work.

All prospective proposers are prohibited from contacting any CareerSource Gulf Coast board member, CareerSource Gulf Coast committee member or CareerSource Gulf Coast staff (other than contact person identified in Part I of this RFP) regarding this solicitation to avoid actual conflicts, the appearance of conflicts or undue influence over the process. Contact with anyone for purposes of influencing the outcome of the procurement process will result in the disqualification of the prospective proposer.

All proposals will be opened at 9:00 AM CST on March 26, 2021 in the CareerSource Gulf Coast board administrative offices.

A. Proposal Review and Grant Agreement Award

Proposals will be initially reviewed and rated by a review team composed of CareerSource Gulf Coast board members using a Proposal Evaluation/Rating Form. The review team will make recommendations to the CareerSource Gulf Coast Executive Committee and the full Board.

Prospective providers may be invited to make oral presentations and /or explain their proposals. Any proposal selected for award is contingent upon successful grant agreement negotiation.

A grant agreement may be awarded based on offers received, without discussion of such offers with the proposers. Each offer should, therefore, be submitted in the most favorable terms, from a price and technical standpoint, which the offeror can make. However, the review team reserves the right to request additional data, oral discussion or presentation in support of written proposals.

Final award of a grant agreement will be contingent upon:

- ◆ successful negotiation of an agreement;

- ◆ acceptance by the proposer of terms and conditions;
- ◆ satisfactory verification of past performance and systems (e.g., financial), where applicable; and
- ◆ availability of funding.

B. Appeal Procedure

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

1. Submit a letter within three (3) business days from the date of award to the Executive Director of CareerSource Gulf Coast stating that an appeal to the award is being filed and the specific reasons for that appeal based on one or more of the four criteria below:
 - a. clear and substantial error or misstated facts by the review team upon which the decision was made by the Board;
 - b. unfair competition or conflict of interest in decision making process;
 - c. any illegal or improper act or violation of law; and/or
 - d. other legal basis on grounds that my substantially alter the Board's decision.

The Executive Director will review the appeal and respond within ten (10) business days

2. In the event the Executive Director's response is not satisfactory to the proposer, an appeal to the CareerSource Gulf Coast Executive Committee may be requested. The request must be addressed in writing within 15 days from receipt of response from the CareerSource Gulf Coast Executive Director to:

CareerSource Gulf Coast
Attention: Executive Committee Funding Appeal Panel
5230 West U.S. Highway 98
Panama City, Florida 32401

The appeal will be heard at a time set by the Board Chair after consultation with counsel. The decision of the CareerSource Gulf Coast Executive Committee is final.

PART VII: PROPOSAL NARRATIVE OUTLINE AND BUDGET INSTRUCTIONS

To be considered, each proposer must submit a single proposal, no longer than 42 pages in length (single spaced, single sided, 8.5 X 11 paper, 12-point type with one inch margins) Required forms and attachments are not included in the page count. For ease in translating the successful proposal into a grant agreement, **all proposals are to be written in the INDICATIVE (will, shall) rather than the SUBJUNCTIVE (may, could).**

When preparing the proposal, please note that clear, thorough, concise answers are better than a flowery, rambling narrative that does not provide a specific response. Get to the point as quickly and completely as possible. Except within the Executive Summary, do not repeat statements or ideas within the text of the proposal. Referring the reviewer to another section of the proposal for other information is preferred rather than repeating the information.

A. EXECUTIVE SUMMARY [maximum 3 pages]

Briefly summarize your proposal. Include

1. Your vision of what the proposal will generally accomplish.
2. List an estimate of how many will be served, by activity and funding stream. Include a discussion of the structure or flow of services by activity and how the processes incorporate principles of human-centered design. Human-centered design is a creative approach to interactive systems development that aims to make systems usable and useful by focusing on the users (customers), designing around their needs and requirements at all stages, and by applying human factors/ergonomics, usability knowledge, and techniques. This approach enhances effectiveness and efficiency, improves human well-being, customer satisfaction, accessibility and sustainability; and counteracts possible adverse effects of use on human health, safety and performance.
3. List the number of employees and their planned caseloads. Explain your rationale for selecting the number of participants per career manager.
4. State how the proposal will serve the customer. Describe any innovative approaches contained in the proposal.

B. BUDGET SUMMARY [maximum 3 pages not including Required Form 2]

In addition to the proposal narrative, each proposer must submit a detailed line item budget using the attached budget forms.

1. Provide a budget narrative that justifies each proposed expense included on Required Form 2 in terms of it being necessary, allowable, and reasonable. Show the method of computation.
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 percentage of time spent on this grant agreement. Cost allocation information can be found at https://www.doleta.gov/grants/pdf/TAG_Part1.pdf in chapters 1-3 and https://www.doleta.gov/grants/pdf/TAG_PartII_July2011.pdf in Chapter 11-8.
3. State whether you intend to direct charge all costs or use an approved indirect cost

rate. If using an indirect rate, provide a copy of your approved indirect cost rate agreement. CSGC reserves the right to cap or limit indirect costs. Lower indirect costs will likely lead to higher ratings for the proposal.

4. Identify any stand-in costs and in-kind resources/support for the service delivery system beyond what is required in the budget. Include each committed or proposed source of funding and the amount of that funding. Be aware that stand-in costs must be reported on a quarterly basis by the 10th of the month in order to be used for an audit resolution of disallowed costs.
5. Identify third party or in-house procurement. If the proposer intends to procure equipment, materials, etc., from itself or an affiliated organization, the profit must be included in the profit margin for the entire grant agreement.
6. Describe the process you will use to manage budgets for activities and support services. Include a discussion of the role of the case managers in this process.
7. State what contingency plans are in place to repay CareerSource Gulf Coast through non-Federal funds in the event that there are any disallowed costs as a result of an audit or monitoring review.
8. Describe how the proposing agency will financially support the cost of doing business until an invoice can be submitted and paid by CareerSource Gulf Coast. The proposer should note that reimbursements will not occur more frequently than 21 days after the submission of a correct monthly invoice/report.

If a proposer will be requesting one or more cash advances, the need must be clearly justified in the proposal. Granting of cash advances is at the total discretion of CareerSource Gulf Coast and should not be automatically assumed. Prior to granting any cash advance, a surety bond at two times the largest advance amount must be obtained and kept current throughout the length of the agreement. Proposers requesting consideration of one or more cash advances must include a statement acknowledging the surety bond requirement.

9. Grant agreements will be cost reimbursement with a demonstrated performance basis. Provide the proposed percentage of the total cost that will be withheld (minimum is 10%) until measurable performance outcomes are achieved and documented.

Describe the measurable performance outcomes to which the proposer will tie payment and propose the documentation that will be submitted to demonstrate attainment of the outcome. For example, 10% of funds could be held to the following three measures: Unique Employers Served, Distinct Individuals Receiving Services, and Veterans Served. Ideally, a provider would achieve the goals tied to these benchmarks individually; however, CareerSource Gulf Coast is willing to reward exceeding goals in one category by allowing that excess to count as meeting two benchmarks. Two of three goals must be met to earn the performance holdback. In such a scenario, a provider who achieved Adult Entered Employment Rate and exceeded Wagner-Peyser Wage Rate but fell below the Adult Entered Employment Rate could still receive credit for meeting three performance benchmarks. Potential sources of documentation or demonstrating benchmark attainment include OSST and EF.

10. If funded, what percentage of the proposing agency's total budget will this grant agreement represent? All proposals will be evaluated on the basis of cost-effectiveness in relation to high quality service delivery. To accomplish this, the CareerSource Gulf Coast staff will conduct a preliminary analysis of proposed costs during the proposal review process. Proposers are therefore encouraged to submit their best offer for providing the program solicited in this RFP and to thoroughly describe and justify the proposed costs. This analysis will be conducted to ensure that the proposed costs are necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is no duplication of costs with other programs; to ensure that the costs are directly associated with carrying out only the proposed services; and to ensure that the proposed costs will benefit the Job Center system.

A final review will be conducted as part of the budget negotiation with the successful proposer prior to finalization of the agreement.

C. ORGANIZATIONAL EXPERIENCE, CAPABILITY AND SUPPORT [maximum 6 pages]

Describe your organization's experience in providing the services required under this RFP, the organization's capabilities to deliver the required services, and the support that will be provided by the organization to ensure success.

1. Organizational Experience in Providing Required Services

In preparing your response, please reference the two most similar projects previously or currently undertaken by your organization and the extent to which these projects achieved performance objectives. Using these two similar projects, describe:

- a. Your organization's experience in managing and delivering workforce development programs and services in a Job Center environment and past successes in:
 - 1) managing staff from different organizations;
 - 2) managing an integrated multi-funding/multi-program delivery system;
 - 3) motivating staff from different organizations to provide excellent customer service while achieving measurable performance outcomes for all funding sources; and
 - 4) transitioning into an already functioning Job Center delivery system.

- b. Your organization's specific experience in managing and delivering WIOA service and past successes in delivering these services in Florida for the past two (2) years. Please include the following in a table format:
 - 1) Funding Source
 - 2) Numbers of Participants by Title
 - 3) Training Completion Rate
 - 4) Average Wage at Placement
 - 5) Job Placement Rate
 - 6) Total Funding by Title by Year

- c. Describe your organization's financial and administrative experience including:
 - 1) Managing and accounting for multiple Federal, State and local funding sources in accordance with GAAP;
 - 2) Conducting self-monitoring for performance and compliance; and;
 - 3) Developing and implementing a continuous improvement model.
2. Organizational Support to Ensure Success: *In preparing your response, please consider the resources that are critical to the success of your proposal. We are most interested in:*
 - a. The specific resources that your organization will contribute; and
 - b. The priority this agreement has for your organization.

D. STATEMENT OF WORK: [maximum 20 pages]

Describe your plan for delivering the employer and job seeker required services at the Comprehensive Job Center while meeting the Service Guidelines in Part IV, A-D. Identify any proposed subcontract with other agencies to deliver services and identify which services each subcontractor will deliver.

1. Employer Services - The CareerSource Gulf Coast Job Center must offer and manage a broad menu of services to employers. These services will be designed to address not only an employer's current labor needs, but also to assist in anticipating and preparing for future labor needs. Please describe your method for providing the following services:
 - a. Assisting employers with their recruitment process including expanding employers' access to potential untapped labor pools consisting of youth, older workers, welfare recipients, and individuals with disabilities. Be sure to include all outreach methods including advertising, special events held with partner agencies, job fairs, etc.
 - b. Assessment, pre-screening and referral of prospective employees to employers for hiring purposes and follow up activities to assess further needed services and to determine closure of job listing.
 - c. Provision of information regarding labor market information, employer incentives, and other relative information.
 - d. Implementation of sector strategies as developed by CSGC.
 - e. Provision of Rapid Response services to the affected employer and employees in conjunction with training providers and other appropriate partner agencies.
 - f. Marketing of services to employers; include all methods, including personal visits to employers, networking, etc. Posting/acquiring job orders for a significant market share of regional employers and maintaining a centralized job order taking system.
 - g. Allowing employers and community partners to use meeting space in the

CareerSource Gulf Coast Job Center. Please provide a statement that you will enforce CareerSource Gulf Coast Board policies regarding use of the CareerSource Gulf Coast Job Center space by non-Job Center staff.

2. Outreach and recruitment for employers and job seekers may take the form of formal marketing. All marketing activities, materials and media interaction must be pre-approved by the CareerSource Gulf Coast Director of Workforce Services or Executive Director. The CareerSource Gulf Coast Job Center Operator is to have all staff sign a statement of understanding confirming that they have had this policy explained to them. Referring to Part IV, Section C, Item 1, please provide a statement that you will abide by this requirement.
3. Job Seeker Services - The CareerSource Gulf Coast Job Center service delivery system will be managed to provide access to three tiers of services. Basic Career Services will be available to all job seekers with Individualized Career and Training Services available to eligible job seeker customers. Availability of funds, in conjunction with customer need and eligibility guidelines, will determine the combination of services appropriately provided to individual customers. Please describe in detail the service delivery method for providing the following:
 - a. Basic Career Services
 - 1) Registration in Employ Florida (EF).
 - 2) Eligibility determinations for services under WIOA and determining priority of service, including priority for Veterans and eligible spouses.
 - 3) When individual job seeker assessments are conducted (at what point in service) and how they are conducted to determine levels of knowledge, skills, abilities and supportive service needs.
 - 4) Conducting outreach and recruitment through marketing to inform community partners and job seekers about the services available through the CareerSource Gulf Coast Job Center. Provide monthly (at a minimum) update information to the CareerSource Gulf Coast Director of Workforce Services for the “News” section of the Job Center website: www.careersourcegc.com.
 - 5) Making available current labor market information including job vacancy listings, skills needed to obtain listed jobs and information regarding demand jobs including average wages, training needed, and numbers of openings. Other information to be provided:
 - i. information regarding the filing of Re-employment Assistance claims;
 - ii. local and state training providers;
 - iii. community resources for supportive services; and
 - iv. other appropriate labor exchange services and CareerSource Gulf Coast Job Center orientation.

Information should be provided in an easily understood format.

- 6) Operation of the Resource Room, including the job referral process, job matching and placement processes. Co-location strategy to be utilized to maximize the partnership of Adecco (located on site).
- 7) Provision of follow-up services for twelve (12) months for those registered in WIOA and placed into unsubsidized employment.

b. Individualized Career Services

- 1) Comprehensive and specialized assessments of the skill levels and needs of adults and dislocated workers. This may include diagnostic testing and in-depth interviewing and evaluation. Employers may specify this testing.
- 2) Case management to include Individual Service Strategy (ISS) planning counseling, the development of individual employment plans, group counseling and referral to training options.
- 3) Short term pre-vocational services including, but not limited to:
 - o Development of learning skills
 - o Communication skills
 - o Interviewing skills
 - o Professional conduct

c. Follow-Up Services

Follow-Up Services must be offered to Adults and Dislocated Workers, and Youth as appropriate, for up to twelve months after they have been placed in employment. All youth participants must receive some form of follow up services for a minimum of 12 months.

d. Training Services

- 1) Eligibility and referral process for training participants

e. Special Populations

- 1) Veterans' Program, Displaced Homemaker Program, Military Spouse Program, and National Emergency Grants, and any other specialized service programs, such as out-posted staff at employer sites, etc. Please state your understanding of the need for job development and service referral for customers who need special accommodations or opportunities due to specific needs or circumstances.

4. Affiliate sites – The One Stop Operator will support and coordinate with the staff at affiliate sites to provide training and guidance on services to employers and job seekers. The staff at those sites are employed by and managed by CareerSource Gulf Coast; however, to ensure that staff in those locations remains abreast of changes in the management information system as it regards labor exchange services, the one stop operator will provide technical assistance as needed. Such technical assistance

may take the form of training, support for employer events such as job fairs and assistance with participating in career days or other community events. The One Stop Operator will convene bi-annual meetings with the required On Stop Partners (see page 9 of this RFP) to ensure coordination of service delivery. Describe how you would manage these tasks.

E. STAFFING PLAN [maximum 2 pages]

Describe your plan for staffing the CareerSource Gulf Coast Job Center and include a statement that your organization will ensure all staff assigned to the CareerSource Gulf Coast Job Center will be responsive to CareerSource Gulf Coast recommended or mandated training relevant to quality service delivery or performance improvement. Please identify all positions by title, number of individuals per position, and specific responsibilities by program. Example below:

| Job Title | Positions | Responsibilities |
|-------------------|-----------|--|
| Intake Specialist | 2 | Provide front line support in CareerSource Gulf Coast Job Center lobby/resource room. Conduct eligibility determination for appropriate programs. |

CareerSource Gulf Coast is also interested in any assistance and expertise that will be made available by your organization to support these key individuals.

1. Please state that you understand the certification requirement that all front-line staff be trained in:
 - Customer service
 - Communications skills
 - Basic computer software (e.g. Word, Excel)
 - Programmatic Training (WIOA, Wagner-Peyser, etc.)
 - Workforce Professional Tier One
2. Every year of employment thereafter, frontline staff must attain 15 hours of continuing education credit. All training must be documented in staff personnel files. Please state that you understand this requirement.
3. The successful proposer may be required to provide copies of key staff resumes prior to agreement execution. Please state that you understand that this may be required.
4. Please state that you have read and understand the CareerSource Gulf Coast Job Center Holiday schedule and inclement weather statement, and how you will comply with and support.
5. Please ensure that all staff hired as a result of any agreement award under this RFP, including subcontractor staff and all CareerSource Gulf Coast partners located at the CareerSource Gulf Coast Job Center, will understand and conduct business on a day-to-day basis in accordance with the standard operating procedures outlined in any and all memoranda of understanding negotiated by CareerSource Gulf Coast.
6. From time to time CareerSource Gulf Coast applies for or is required to fund projects offered/designed by the State of Florida and the Federal government. The CareerSource Gulf Coast Job Center may often be the conduit for the provision of the services offered through these special projects. Please attest that you understand

that the CareerSource Gulf Coast Job Center will at times be designated to operate special projects, and that funds permitting, you will provide technical assistance, staff and support of these projects as requested and appropriate.

7. Due to the nature of the services solicited by the RFP, CareerSource Gulf Coast will only reimburse personnel costs for time actually worked, approved accrued leave payouts, and reasonable vacation, sick leave and holidays, as provided for in the proposing organization's personnel policies and earned during the agreement term. No other paid leaves of absence will be reimbursed by CareerSource Gulf Coast nor will they be part of the negotiated grant agreement. Please provide a statement of your understanding.
8. CareerSource Gulf Coast Job Center staff will have access to sensitive information in the course of their duties. All staff must be informed that misuse of such information can result in termination and potential legal action. In order to access State and local databases, workers must have security forms on file with the CareerSource Gulf Coast Regional Security Officer (RSO). System access must be terminated for staff no longer in the service provider's employ. All staff will be required to pass a Level 2 background check. Please provide a statement that you will abide by these directives and ensure that management will be responsible for activation/deactivation requests for staff system(s) access.
9. The successful proposer will provide supervision for its own staff as well as functional supervision of the Department of Economic Opportunity (DEO) staff. As a part of this supervision, management is required to maintain personnel files that are accurate and up-to-date. These files should contain documentation of continuing education as well of disciplinary actions. Please describe your approach to meeting this requirement.

F. PERFORMANCE OUTCOMES [maximum 2 pages]

The successful proposer will be subject, at a minimum, to the performance measures and levels set forth in Part I, Section F, of this RFP. Additional measures, likely minimum performance levels and definitions can be found in Exhibit A. Provide a brief but thorough discussion of how goals for placement and retention will be assigned to career managers and your process for performance correction should it become necessary. Include:

1. An assurance that you are committed to achieving each of the performance levels indicated;
2. Propose additional performance indicators and the level of performance your organization believes fairly measures successful workforce programs.

G. COORDINATION AND NON-DUPLICATION [maximum 1 page]

Please describe how proposed project activities will be coordinated with and not duplicate services offered by any other organization. Be specific in your description of coordination including referral processes and strategies of how you will maintain a close working relationship with all mandatory partners, as well as education and community partners, to engage them and to maximize the utilization of the CareerSource Gulf Coast's Job Center resources in the region. Describe how you will maintain a close working relationship with

all mandatory partners and improve their involvement in, utilization of, and provision of resources to the CareerSource Gulf Coast Job Center.

In an effort to reduce duplication, please ensure that the provision of support services will be recorded in the appropriate management information system.

The coordination of outreach (marketing) and media relations is necessary to maintain a consistent and clear message to our market. In an effort to maintain a strong recognizable presence and to reduce duplication of effort, all media, marketing, advertising, and public relations materials pertinent to agreements funded by CareerSource Gulf Coast must be approved by the CareerSource Gulf Coast Director of Workforce Services and Executive Director. The proposer is responsible for informing staff that any and all contact with the media must be approved by CareerSource Gulf Coast's Executive Director or Director of Workforce Services. Violation of this policy may result in the required termination of the offender. The successful proposer will be required to obtain staff signatures on a statement of understanding to this effect. Please state that you understand this and will comply with this requirement.

H. AUTOMATION AND TECHNOLOGY [maximum 1 page]

The successful proposer will be responsible for securing and maintaining the following. (Proposer Name) attests that:

1. Staff will have reliable access to the internet for the purposes of email and data entry.
2. Staff will possess the basic skills needed to perform their duties, which may include proficiency in Microsoft Office Word, Excel and the ability to download forms, scanning and emailing documents as required.
3. Staff will check email regularly throughout the day and add auto notices to their email account when out of the office.
4. Data entry by staff will be periodically checked by a supervisor for accuracy. The CareerSource Gulf Coast's Regional Security Officer will be notified of any recurring problems so that appropriate corrective actions may be conducted through CareerSource Gulf Coast or State IT staff.

I. AVOIDING CONFLICT OF INTEREST [maximum 1 page - required of all proposers who are current CareerSource Gulf Coast approved training vendors]

(Proposer Name) agrees that it will exercise care to avoid any real or perceived conflict of interest in referring clients to training services. (Proposer Name) understands that customer choice must be respected and that clients may select from institutions on the Eligible Training Provider List without any undue influence by (Proposer Name) as the CareerSource Gulf Coast Job Center Operator.

J. TRANSITION PLAN [maximum 1 page - required of all proposers not currently serving as a service provider]

An "investment" will be required of any new agency selected as the CareerSource Gulf Coast Job Center Operator; that investment being uncompensated time and effort in transitioning from the current CareerSource Gulf Coast Job Operator to a newly selected agency, in order for services to begin with no interruptions on July 1, 2021. In preparing

your response, consider the activities critical to smooth transition. We are most interested in the investment you will make to promote an orderly transition and ensure that there is no disruption in services or negative impact on our customers. In table format:

1. identify the scope of your investment; and
2. detail the action steps, strategies and timelines with specific dates for transitioning the services requested under this RFP.

K. QUALITY CONTROL [maximum 2 pages]

Selected service providers must use a quality control process to detect and reduce fraud and errors in data collection, eligibility determinations and service delivery, as well as the protection and maintenance of confidential information. Please discuss how this will be achieved. Also, please detail the following:

1. Program and Financial monitoring, including how internal monitoring activities are conducted and how often, data entry review, etc.;
2. Performance Evaluation - how performance and strengths and weaknesses of program are tracked, and how performance issues are resolved.
3. Tracking effectiveness - how survey and outcome data is used to improve program processes and/or quality of service.

L. FILE MAINTENANCE/DOCUMENTATION/DATA ENTRY [maximum 1 page]

File maintenance, data entry and reporting are very important for the documentation of activities funded through workforce programs. Please detail the following:

1. Case Files - Please ensure the following:
 - a. That a case file will be maintained for every participant determined eligible and receiving services. The case file may be a combination of the electronic file and a hard copy file as appropriate.
 - b. Please state that all customer files, both hard copy and electronic will be kept up to date and that no more than 3% of the files have out of date or incorrect information when monitored by CareerSource Gulf Coast or its designee.
 - c. Please ensure that counseling notes will be documented monthly, within 48 hours of participant contact, at a minimum.
 - d. Also, please state that you understand that the files are the property of CareerSource Gulf Coast and must be turned over to CareerSource Gulf Coast upon request.
2. Documentation - At a minimum, the case file shall include information and documentation of each of the following, as applicable. Please state that these items will be compiled in appropriate case files whenever required by program.
 - a. All eligibility and data validation items

- b. The initial and comprehensive assessments (if applicable)
 - c. The Individual Service Strategy (ISS) and its updates (if applicable)
 - d. Progress reports (if applicable)
 - e. Time and attendance (if applicable)
 - f. Training completion certification (if applicable)
 - g. Counseling notes
 - h. Job placement information
 - i. Job retention verification
3. Data Entry - The successful proposer will be responsible for applying for access to relevant management information systems through the CareerSource Gulf Coast's Regional Security Officer (RSO) and notifying him when staff no longer requires access. The program operator is responsible for insuring internet access to staff for the purposes of case management (data entry) and communications (email).-Please ensure the timelines of data entry for all participant activity. For WIOA the application must be entered within five (5) days of the date of application. Program exists must be entered within two days of the date of the client's exit. Please state that these conditions will be met.

Required Form 1 COVER SHEET / ORGANIZATIONAL BACKGROUND

1. Name of Organization: _____
2. Contact Person: _____ e-mail: _____
3. Address: _____
4. Telephone Number: (____) _____ 5. FEID Number.: _____
6. DUNS Number: _____
7. The Proposer's organization operates as (check as applicable):
 an individual, a partnership, a public agency (specify): _____
 a corporation incorporated under the laws of the State of _____,
 other (specify): _____
8. Check to indicate if your organization is: community-based organization (CBO),
 minority-owned enterprise, female-owned enterprise
9. The proposer's organization operates on: not-for-profit, profit basis
10. The proposer certifies without exception, with exception, as explained on the attached, that:
 - a. it has no outstanding liens, claims, debts, judgments, or litigation pending against it, which would materially affect its programmatic or financial abilities to implement and carry out its proposed program;
 - b. it has not been required to comply with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services;
 - c. it is current in its payment of applicable Federal, State, and local taxes;
 - d. it is free and clear of any disallowed audited costs;
 - e. its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program;
 - f. it will comply with WIOA and its promulgated rules and regulations;
 - g. it is authorized to submit this proposal in accordance with the policies of its governing body; and
 - h. the attached certification for suspension or debarment has been signed by the organization's authorized person.

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

Organization

Name of Authorized Official

Signature

Date

Required Form 2

BUDGET SUMMARY

| Direct Services | Budget Request 7/1/21-6/30/22 |
|--|----------------------------------|
| Salaries/Per Hour (List each position on a separate line with rate and initials of employee if known) | |
| | |
| | |
| | |
| | |
| Total Salaries | |
| Fringes: | |
| FICA and Medicare | |
| Unemployment (list percentage) | |
| Worker's Compensation (list percentage) | |
| Retirement | |
| Health Insurance | |
| Other: | |
| | |
| Total Fringes | |
| Consultant Fee | |
| Independent Contractor Cost | |
| Supplies | |
| Rent/Lease | |
| Utilities | |
| Phone | |
| Postage | |
| Travel - Staff | |
| Other: | |
| | |
| Participant Tuition/Books/Fees | |
| Participant Training Allowances/Bonuses | |
| Participant Supportive Services | |
| Participant Insurance | |
| Other: Specify each Item | |
| Indirect Cost Rate (list percentage) | |
| | |
| Total | |

Exhibit A

PERFORMANCE MEASURES AND DEFINITIONS

These objectives are provided as an example of the kinds of performance measures and required levels of performance that may be required. Performance levels and standards will be established through grant agreement negotiations.

1. **UNIQUE EMPLOYERS SERVED**
The unduplicated number of employers served per quarter. **STANDARD: 100/QUARTER**
2. **DISTINCT INDIVIDUALS RECEIVING SERVICES**
The unduplicated number of individuals served per quarter. **STANDARD: 900/QUARTER**
3. **VETERANS SERVED**
STANDARD: 15 PER QUARTER
4. **WAGNER-PEYSER ENTERED EMPLOYMENT RATE**
The percentage of Wagner-Peyser applicants who enter employment based on data entered into the EF system and data reported by the Department of Revenue monthly New Hire Report. The total entering employment includes all applicants placed as a result of a job referral, those who obtained employment after the receipt of a "prerequisite service", and those who went to work after having received a "reportable service". **STANDARD: 66 %**
5. **WAGNER-PEYSER WAGE RATE**
The average Wagner-Peyser hourly wage at exit expressed as a percentage of the regionally adjusted Lower Living Standard Income Level (LLSIL) for a family of three. Regional adjustments are based on the Florida Price Level Index. (Source: AWI, Office of Workforce Information Services, Labor Market Statistics) **STANDARD: \$10.00 per hour**
6. **TIMELINESS OF DATA ENTRY – WIOA APPLICATIONS**
STANDARD: 5 DAYS
7. **TIMELINESS OF DATA ENTRY – WIOA EXITS**
STANDARD: 2 DAYS

ATTACHMENT A
ADMINISTRATIVE AND FINANCIAL CAPABILITIES CHECKLIST

| Please respond to each statement or question by marking a YES or NO answer. Briefly explain any NO answer on another page or in the limited space provided. | | | |
|---|--|-----|----|
| | | YES | NO |
| 1. | All positions with the proposing agency have up-to-date job descriptions | | |
| 2. | All employees meet the minimum qualifications specified in their job descriptions. | | |
| 3. | All W-4's and I-9's with appropriate documentation are on file. | | |
| 4. | Withholding and FICA deposits have been made in full on a timely basis. | | |
| 5. | Insurance and bonding policies are current, and all appropriate staff is covered. | | |
| 6. | The facilities of this agency and any training location are accessible to the disabled. Attach a completed ADA facility checklist. | | |
| 7. | The books of account are auditable. | | |
| 8. | Administrative and internal accounting controls are adequate to safeguard program assets. | | |
| 9. | The accounting system adequately accounts for program funds. | | |
| 10. | Financial reports fairly present accrued program expenditures by established cost categories. | | |
| 11. | Budgetary procedures are adequate to control expenditures. | | |
| 12. | The agency has a written accounting procedures manual that includes procedures for: | | |
| | a. Coding of expenditures by: | | |
| | (1) grant agreement year or program year | | |
| | (2) funding source | | |
| | (3) cost category, sub-category and activity if necessary | | |
| | b. Bank reconciliations | | |
| | c. Posting to books | | |
| | d. Monthly close-out | | |
| | e. Trial balancing | | |
| | f. Development of accruals | | |
| | g. Segregation of duties | | |
| | h. Cost allocation | | |
| | i. Budgetary control | | |
| | j. Cash management | | |
| | k. Cash receipt and disbursement | | |
| | l. Payroll | | |
| | m. Reconciliation of any petty cash fund | | |
| 13. | The procedures in the accounting manual are being followed. | | |
| 14. | Internal controls: | | |
| | a. For cash receipts: | | |
| | (1) cash is properly controlled and promptly deposited when received | | |
| | (2) funds are deposited in a bank in interest bearing checking accounts and security by FDIC or other security | | |
| | b. Checks are: | | |

| | | | |
|-----|--|--|--|
| | (1) pre-numbered | | |
| | (2) adequately safeguarded | | |
| | (3) properly mutilated when voided | | |
| | (4) not allowed to be written for cash | | |
| | (5) not allowed to be signed in advance | | |
| | c. For cash disbursements: | | |
| | (1) invoices are approved prior to payment | | |
| | (2) documentation accompanies checks to be signed | | |
| | (3) documentation is stamped to prevent reuse | | |
| | (4) control over signature machine is adequate | | |
| | (5) disbursements are made only by check | | |
| | d. For bank reconciliations: | | |
| | (1) they are performed on time | | |
| | (2) they are performed by someone who does not perform cash functions | | |
| | (3) unusual items are investigated promptly | | |
| | e. For payroll | | |
| | (1) timesheets are used and signed by both the employee and supervisor | | |
| | (2) payrolls are approved by management for accuracy and existence of bonafide employees | | |
| | (3) preparation and check distribution functions are segregated | | |
| | (4) leave time is properly controlled | | |
| | f. For purchases: | | |
| | (1) purchase orders are pre-numbered and controlled | | |
| | (2) receiving reports are prepared and compared to P.O. and invoice | | |
| | (3) returned purchases are controlled | | |
| | (4) payments are made within discount periods | | |
| 15. | The agency's budget has no areas for potential cost overruns. | | |
| 16. | The agency is not trying to make up for a shortfall in another program by using the funds from this program. | | |

I hereby certify that I have completed this Administrative and Financial Capabilities Checklist accurately and to the best of my knowledge. I, the financial officer, or C.E.O. of the proposing agency, accepts responsibility for providing financial services adequate to ensure the establishment and maintenance of an accounting system with internal controls adequate to safeguard program funds.

Organization

Name of Authorized Official

Signature

Date

ATTACHMENT B

PROPOSER CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Proposer must execute either Section 1 or Section 2 hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this proposal. As referenced herein, the Board refers to the Gulf Coast Workforce Board, Inc., d/b/a CareerSource Gulf Coast.

SECTION 1

I hereby certify that no official or employee of the Board, or any Board member, or any immediate family member of a Board employee or Board member has a material financial interest in this firm.

Signature: _____

Name of Authorized Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

SECTION 2

I hereby certify that the following named Board official(s), employee(s), Board member(s), or immediate family member of a Board employee or board member has a material financial interest(s) [in excess of 5%] in this firm and has filed the appropriate Conflict of Interest statements with the Board prior to the review and discussion of this proposal.

Name _____ Title or Position _____

Date of Filing: _____

Signature: _____

Name of Authorized Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

ATTACHMENT C

CERTIFICATIONS AND ASSURANCES

CareerSource Gulf Coast will not award federal workforce funds where the grantee has failed to complete the CERTIFICATIONS AND ASSURANCES contained in this attachment. In performing its responsibilities under the Grantee-Sub grantee Agreement, the grantee provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR, Part 98 and 45 CFR Part 74)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Drug Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- D. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- E. Certification Regarding Environmental Tobacco-Smoke
- F. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- G. Certification Regarding Scrutinized Companies Lists section 287.135, F.S.

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Grantee certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency.
2. Have not within a three-year period preceding this grant been convicted 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 grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Grantee is unable to certify to any of the statements in this certification, they shall attach an explanation.

B. CERTIFICATION REGARDING LOBBYING – Certification for Grants, Loans, and Cooperative Agreements.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, available at: <https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF> in accordance with its instructions.

The undersigned shall require that the language of this certification can be included in the award documents for all sub awards at all tiers (including sub grants, sub grants and loans, and cooperative agreements) and that all “sub recipients” shall certify and disclose accordingly. Additionally, the undersigned will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328).

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

C. DRUG FREE WORKPLACE CERTIFICATION (29 CFR Part 98 and 45 CFR Part 82)

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR Part 94, the undersigned Grantee attests and certifies that it will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the **grantee's** workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The **grantee's** policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1) of this certification;
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement, and;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying CareerSource Gulf Coast in writing ten (10) calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on

whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

D. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title 1 of the WIOA, the Grantee assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act of 1998 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L.93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L.92-318), as amended, and all requirements

imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L.101-336) prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies **to the Grantee's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the Grantor makes to carry out the WIOA Title I – financially assisted program or activity.** The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

E. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children services are provided. Grants are subject to these requirements only if **they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility** (owned, leased, or granted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or granted for) used for the routine or regular provision of Federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with **Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed.** Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

F. CERTIFICATION REGARDING PUBLIC CRIMES, SECTION 287.133, F.S.

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform CareerSource Gulf Coast immediately upon any change of circumstances regarding this status.

G. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If grant is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statute Grantor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Grantee understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Grantee to civil penalties, **attorney's fees, and/or costs.**

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant Agreement.

By signing below, Grantee certifies the representations outlined in parts A through G above are true and correct.

Printed Name and Title

Date

Signature of Chief Official

Company or Organization Name

ATTACHMENT D

Please provide the proposing agency's most recent complete CPA certified audit or review, including all management letters or financial statements (if the proposer is a private for-profit agency and they do not have a recent audit) marked as ATTACHMENT D.

ATTACHMENT E

Provide Letters of Support for the proposing agency as ATTACHMENT E.

ATTACHMENT F

Please provide proposing agency organizational chart showing:

- (1) **the proposed program's relationship to the overall agency's operations;**
- (2) each position on the organizational chart with an indication of whether the position is paid or volunteer;
- (3) the proposed staffing.

Please include a statement committing to provide resumes of key staff that will be involved if awarded a grant.

ATTACHMENT G

Please provide a copy of the proposing agency's Board of Directors list including other affiliations.

ATTACHMENT H

Evidence of the proposer's compliance with Federal Equal Employment Opportunity obligations as set forth in Title 41 CFR and in Executive Order 11246, as amended. The proposer must also submit evidence of their compliance with Federal Affirmative Action obligations as set forth in 41 CFR 60-1. Submitting the most current EEO-1 form can provide this evidence and the EEO-1 forms from the two preceding years. If the proposer has not submitted EEO-1 forms, the proposer may find forms and instructions at the EEO website <http://www.eeoc.gov/>

The following ATTACHMENTS (I-N) are for information only but will be required should a grant agreement result from your proposal.

ATTACHMENT I
INSURANCE CERTIFICATION

Each grantee **must carry the following types of insurance coverage: bond, liability, automotive, and worker's compensation.** Provide a statement to the extent that this coverage is in place or that it will be obtained prior to the implementation of the proposed activities.

ATTACHMENT J
CERTIFICATION REGARDING STAFF BACKGROUND CHECKS

All employees of One-Stop (Job) Centers and LWDA grantees with access to and the ability to change or destroy confidential data stored in workforce information systems are required to undergo a Level Two background check as a condition of employment or grant award. The Level Two background check will include but is not limited to: employment history checks, statewide criminal correspondence checks through the Florida Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, as well as local criminal records checks through local law enforcement agencies. This requirement may change based upon state or federal law/guidance or DEO sub grant agreement.

Disqualifying offenses are listed in FS 435.04 and 435.07. Additionally, persons undergoing this background check may not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not be adjudicated delinquent and the record has not been sealed or expunged under any offense prohibited under FS 435.04, 741.28 (related to domestic violence) or for fraud, forgery, embezzlement or identity theft. Screening results indicating convictions of disqualifying offenses will result in non-approval of that individual to be paid from CSGC administered funds.

Background checks are to be repeated every five years of consecutive employment and upon re-employment or employment in a new or different position of special trust. Grantees shall be re-screened upon assignment to a new grant agreement or after a new grant award.

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: _____, to me known as the person described as
(Authorized Person)

(Title) (Sponsoring Agency) who executed the foregoing instrument before

me, and he/she acknowledged before me that he/she executed it in the name of and for that Service Provider, and that he/she had statutory authority or has been legally and duly delegated the authority to bind this Service Provider.

WITNESS my hand and official seal in the County and State named above this ___ day of _____ 2021

Notary Public
My Commission Expires: _____

ATTACHMENT K
CERTIFICATION REGARDING BREACH OF ETHICAL STANDARDS

There will be no conflict of interest permitted by the Service Provider's organization, officials, or employees, real or apparent, in the participation toward any performance of this Grant. During any performance of this grant if there becomes an awareness of an actual or opposing interest, organizational or personal, that will or could affect the ability to be confidential, fair and impartial, they will withdraw from further action taken in that course of performance. Documentation of a conflict of interest and the action taken will be documented by a Conflict of Interest/Disclosure and Action Statement and furnished to CareerSource Gulf Coast.

This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this grant agreement is entered into.

Service Provider

Name/Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT L
COPYRIGHTS STATEMENT

Granting agency shall have unlimited rights in: Data first produced in the performance of this grant; form, fit and function data delivered under this grant; data delivered under this grant (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation or routine maintenance and repair of items, components or processes delivered or furnished for use under this grant; and all other data delivered under this grant.

I will not release to others, reproduce, distribute or publish any data first produced or specifically used by the Grantor in the performance of this grant without written permission by the Grantor.

Name/Title

Signature

Date

ATTACHMENT M
ASSURANCE OF PELL GRANT COORDINATION

(Service Provider Name) assures that all participants enrolled in retraining activities at approved institutions will apply for student financial assistance, whether it be federal, state or local, and will make maximum efforts to assist each participant in qualifying for available assistance. The provider further assures that documentation of such application shall be maintained in each participant file.

Name/Title

Signature

Date

ATTACHMENT N
ASSURANCES

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), the Workforce Innovation and Opportunity Act (WIOA) (Public Law 105-220), and the Workforce Innovation Act of 2000 rules and regulations, hereby identified as Board programs, the Service Provider agrees to submit a plan for the delivery of Job Center services and operations under the WIOA and Welfare Transition programs, and agrees to operate the programs in accordance with Federal, State and local requirements, the Region Four Local Workforce Services Plan, **the Welfare Transition Plan, the Department of Economic Opportunity's Welfare Transition Employment and Training Handbook** and all other laws as applicable.

THE SERVICE PROVIDER ASSURES THAT:

1. The Service Provider will substitute stand-in costs for any unauthorized expenditures deemed as disallowances in the operation of the program, and for any disallowed costs incurred as a result of the service provider expending funds not authorized under this Agreement or in violation of the appropriate Federal or State statutes, regulations or guidelines. In order for stand-in costs to be substituted for disallowed expenditures, the service provider must submit a stand-in cost report for the quarter that the disallowance was incurred. The application of stand-in cost will occur at the audit resolution stage and will not exceed recorded and approved stand-in costs. Any funds requested for reimbursement by the service provider that are determined by the Board, the Governor, Department of Economic Opportunity, CareerSource Florida, and/or United States Department of Labor to be in violation of appropriate Federal and State Statutes, regulations or guidelines shall be refunded and repaid to the Board by the Service Provider with non-federal funds. Should the Service Provider question the **Board's determination of a disallowance, the Department of Economic Opportunity may be contacted** for a final opinion regarding the appropriateness of the expenditure(s) in question. If this Agreement or Amendments thereto are still in effect, CareerSource Gulf Coast shall withhold these monies from any allowable reimbursement request of the Service Provider.
2. The Service Provider agrees to promptly repay the Board any amount previously paid to the Service Provider by the Board, which is determined by final audit to be an unallowable cost or expenditure. The Service Provider shall repay the Board any funds found not to have been expended in accordance with workforce **system programs' regulations or any disallowed expenditure in the final resolution of** the audit report. The Service Provider shall repay such amounts from funds other than funds received under this GRANT AGREEMENT. The Board may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs. This provision is subject to any administrative or other legal procedures available to the Service Provider. No funds under this GRANT AGREEMENT may be used in support of any religious, anti-religious, or political activity.
3. In the event the service provider breaches this GRANT AGREEMENT, the service provider shall indemnify and hold harmless CareerSource Gulf Coast for any disallowed costs resulting from any such breach of this GRANT AGREEMENT. The management, administration and implementation of all terms and conditions of this GRANT AGREEMENT shall be performed in a manner satisfactory to the Board. The Board may act in its own best interest including, but not limited to:
 1. Requiring a written report of corrective action within specific time frames;
 2. Withholding payment;
 3. Disallowing inappropriate claims, payments, or costs;
 4. De-obligating GRANT AGREEMENT funds; or
 5. Terminating or suspending this GRANT AGREEMENT.

If the Board determines that the program described in this GRANT AGREEMENT is not functioning as intended, the Board shall notify the Service Provider immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of the Contractual terms through modification of this GRANT AGREEMENT.

4. **The Department of Economic Opportunity requires that the Board's monitoring plan include fiscal monitoring of all service providers. The Board's Fiscal Department monitors the invoices for appropriateness of costs, timeliness of the submission related to the time that the expenditures were incurred dates of enrollment related to dates of expenditures and overall accuracy of the invoice.**

Each month, program fiscal reports are due on the 8th of the month. The Fiscal Department monitors the reports and invoices over the remainder of that month. When there is a discrepancy, the service provider is immediately notified, and appropriate clarification and/or documentation is requested. If the service provider submits the requested documentation in a timely manner and the Fiscal Department reviews and accepts the documentation/clarification, no reimbursement is withheld. If the service provider fails to submit proper documentation/clarification, all reimbursements will be withheld until such time that the proper clarification is submitted to and accepted by the Fiscal Department.

CareerSource Gulf Coast reserves the right not to pay if invoices are submitted more than sixty (60) days past the end of the month being invoiced. Each year a final closeout report is due within eight (8) days after the contract end date. After this deadline, no reimbursement can be made for **prior year's expenses from prior year's funds.**

5. The Service Provider shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The Service Provider shall maintain proper accounts and an accurate verification of participant statistics.
6. In accordance with Florida Statutes, 50% of adult and dislocated worker funds must be expended for Individual Training Accounts (ITAs). Please refer to DEO FG 074 for guidelines on allowable costs that may be considered as a part of the 50% funds.
7. Service provider expenditures will be reviewed after the second quarter of the program year. If contract funds are not 35% expended, funds may be de-obligated.
8. In compliance with WIOA Public Law 113-128, Section 194 (15) none of the funds provided under this title shall be used by a recipient or sub-recipient of those funds to pay the salary and bonuses of an individual at a rate in excess of Executive Level II. This restriction does not apply to vendors/contractors providing goods and services as described in NPRM 683.290 (c).
9. The Florida Legislature requires that any purchase by regional workforce boards of promotional/outreach/informational items which exceeds a certain amount each year must be approved by the Department of Economic Opportunity prior to purchase. In order to ensure that purchases for this region do not exceed the limit, Service Providers must obtain written permission in advance from the CareerSource Gulf Coast Executive Director prior to making purchases of outreach/informational/ promotional items.
10. The Service Provider who is a public or private nonprofit agency assures that revenues in excess of costs shall be treated as program income. Accordingly, these funds may be retained by the Service Provider to underwrite additional training or training related services pursuant to the project or program

that generated them. Funds not spent during the GRANT AGREEMENT period shall be returned to the Board within thirty-(30) days of the expiration date of the GRANT AGREEMENT.

11. The Service Provider shall establish and maintain an auditable accounting system, and report on an accrual basis at year end in accordance with recognized accounting practices and the Board's and Department of Economic Opportunity's **requirements for fiscal and program reports. This includes** establishing record keeping systems that are sufficient to permit the preparation of reports required by the Department of Economic Opportunity (DEO) and the Board, and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
12. Pursuant to FS 119, 257, and State of Florida General Records Schedule GS1-SL, records related to contracts with CareerSource Gulf Coast will be retained for a period of five (5) years after all payments are made and all other pending items related to those records are closed. Service Provider may only maintain two (2) years of participant files on site. The Board maintains space for record retention, **should space not be available at the provider's site; however, the transport of the records is the** responsibility of the provider. CareerSource Gulf Coast is the contact for the admission to storage facilities.
13. Service Provider agrees to participate in all inventory processes for items purchased with funds awarded by the Board. The Board will tag and log into a database all inventory over \$750.00 that is purchased with funds awarded by the Board. Also, property purchased that has a value of \$750.00 or greater and a life expectancy of one year or more shall be reported on the monthly financial report to the Board. While the provider may utilize the equipment in delivering services allowable under the appropriate program, the ownership of all equipment, supplies and inventory vests with the Board. Equipment, supplies and inventory no longer being utilized by a provider will be assessed and redistributed as necessary. Equipment, supplies and inventory may not be disposed of without approval of CareerSource Gulf Coast. The transporting, removal, and/or disposal of any equipment, supplies and/or inventory are the responsibility of the service provider with direction from CareerSource Gulf Coast.
14. The Service Provider will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget Uniform Guidance at 2 CFR 200 and as codified for the United States Department of Labor at 29 CFR (Code of Federal Regulations) Part 97.
15. The Service Provider assures that an annual audit will follow the audit and audit resolution **requirements of the Department of Economic Opportunity's (DEO) Division** Policy AWI FG-05-019, The Single Audit Act of 1984 and the Federal Office of Management and Budget Uniform Guidance and a copy of the audit furnished to CareerSource Gulf Coast along with a statement explaining the effect that any findings have on workforce system program funds. Per DEO, Division Policy AWI FG-05-019, Service Providers are required to immediately notify CareerSource Gulf Coast if they are going out of business or unilaterally terminate the GRANT AGREEMENT and a custodian of the records must be appointed. **CareerSource Gulf Coast's independent auditors will then be notified to perform an immediate audit, which could be a grant-specific audit, of the service provider's records. The audit firm** will obtain information from the custodian of records of the company for use in preparation of the audit.
16. The failure of the Board to strictly enforce any of the provisions of this Agreement/ Modification, or to require strict performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of this agreement or any part hereof, or waive the right of the Board to thereafter enforce each and every provision therein

17. The CareerSource Gulf Coast shall indemnify, defend and hold the Service Provider harmless from all **claims, suits, judgments or damages, including court costs and attorneys' fees caused by CareerSource Gulf Coast's negligent act or omission in the course of the operation of this GRANT AGREEMENT.**
18. The Service Provider assures that it will comply with the requirements of workforce system programs and with Federal and State regulations and policies to include 2 CFR 175 (Trafficking Victims Protection Act of 2000) when applicable, 29 CFR 2, Subpart D (Religious Activity Prohibitions), and will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this Agreement. The Service Provider further agrees to comply with all subsequent revisions, modifications and amendments to workforce system programs and the related regulations as assigned by CareerSource Gulf Coast. Failure by the Service Provider to accept or comply with changes to workforce system programs or the related regulations that affect the terms of this Agreement, and which the Board shall present in writing, shall be sufficient basis for termination by the Board. The Service Provider assures that it will comply with CareerSource Gulf Coast procedural instructions and policies.
19. The Service Provider understands that modifications and/or revisions to the financial and/or program aspects of this GRANT AGREEMENT **may be required as a result of changes in the Board's funding allocations.** The Service Provider understands and agrees that if either party desires to change or modify this Agreement, the proposed changes shall be written documents executed by both parties. The Service Provider understands that the written proposed changes shall be negotiated, and that the Agreement shall become a written signed modification to the original GRANT AGREEMENT. The Service Provider further understands that the Board may amend this GRANT AGREEMENT to conform to those changes in any Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to this Agreement or any amendment hereto. This Agreement may not be modified, amended, canceled, extended or assigned orally without the express written consent of the Board or the Executive Director of the Board. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.
20. The Service Provider understands and agrees that verbal communications between the parties will not be accepted in any audit determinations or other matters involving interpretations of the rules and regulations governing the implementation of workforce system programs.
21. The Service Provider assures that it will develop monitoring procedures to ensure that its program is in compliance with workforce system laws and regulations, and that adequate administrative and accounting controls are being used. The Board shall have the right to monitor and evaluate all aspects of program activities and the Service Provider shall provide access to all records necessary to accomplish this obligation.
22. The Board, CareerSource Florida, the Department of Economic Opportunity (DEO), the United States Department of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement in accordance with applicable federal/state laws.
23. The Service Provider shall indemnify, hold harmless, and defend the Board, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either **at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made**

or brought by anyone on account of personal injury, property damage, loss of monies or other loss, allegedly caused or incurred, in whole or in part, in any act of fraud or defalcation by the Service Provider, its agents, subcontractors, assigns, heirs and employees during performance under the Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the Board on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the Board or any of its agents or employees by any employee of the Service Provider, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or types of damages, compensation or benefits payable by or for the **Service Provider or any subcontractor, under worker's compensation acts, disability benefit acts, or other employee benefit acts.** The foregoing indemnification provisions shall not be applicable to any injuries, damages or losses resulting in whole from the acts or omissions of the Board.

Notwithstanding anything to the contrary contained herein, the Service Provider does not hereby waive any of its sovereign immunity and any obligation of the Service Provider to indemnify, defend, or hold harmless the Board as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, Florida Statutes.

24. The Service Provider understands that the Board shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this GRANT AGREEMENT whether concerning persons or property in the Service Provider's organization or any third party. The only exception to the aforementioned hold harmless would be in the case of liability allowed by the general liability policy procured and paid for by the Board for the operation of the CareerSource Gulf Coast Job Center. The Board as the leaseholder is required to maintain a general liability policy of 1.5 million dollars per occurrence and insures the contents of the **site up to one million dollars. The Board assumes liability as outlined in the policy on file at the Board's** Administrative offices at Gulf Coast State College.
25. The Service Provider shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by this GRANT AGREEMENT without prior written approval of the Board. The Service Provider understands that any contract approved to be subcontracted under this GRANT AGREEMENT shall be specified by written agreement and shall be subject to each provision of this GRANT AGREEMENT and all Federal, State, and local laws and regulations. This includes appropriately executed separate sub agreements for on-the-job training, limited internships, and work experience positions.
26. This GRANT AGREEMENT is subject to termination by either party with thirty-(30) days advance written notice. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resource by the Service Provider to this Agreement. In the event funds to finance this GRANT AGREEMENT are not available, the obligations of each party hereunder may be terminated upon no less than twenty-**four (24) hours' notice** in writing by CareerSource Gulf Coast to the Service Provider. The Service Provider understands that the Board has the right to terminate this GRANT AGREEMENT by providing a thirty-day written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Service Provider will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.
27. Avoidance of Conflict of Economic Interest - an executive, officer, agent, representative, or employee of the Service Provider will not solicit or accept money or any other consideration from a third person

or entity for the performance of an act reimbursed in whole or in part by the Service Provider. No member of any council under the workforce system shall cast a vote on the provision of services by that member or any organization, which the member directly represents or vote on any matter that would provide direct financial benefit to that member. No official member or employee of the Board or any Board member, or any immediate family member of a Board employee or Board member may have a material financial interest in any service provider entering into this contract as entered into. **There will be no conflict of interest permitted by the Service Provider's organization, officials, or employees, real or apparent, in the participation toward any performance of this GRANT AGREEMENT.** During any performance of this contract, if there becomes an awareness of an actual or opposing interest, organizational or personal, that will or could affect the ability to be confidential, fair and impartial, they will withdraw from further action taken in that course of performance. Documentation of a conflict of interest and the action taken will be documented by a Conflict of Interest/Disclosure and Action Statement and furnished to CareerSource Gulf Coast. This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this contract is entered into.

28. The submittal of false information may be considered as fraud and any other breach of these agreement terms could result in the immediate termination of the GRANT AGREEMENT. The Service Provider is liable for the repayment of funds that were paid by the Board for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
29. The Service Provider assures that it will comply with 29 CFR Section 37.42 and shall make efforts to provide equitable services among substantial segments of the population eligible for participation. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool of those considered for participation, to include members of all genders, the various race/ethnicity and age groups, and individuals with disabilities.

The Service Provider assures that it will comply with Title 29 CFR Part 37.37, data and information collection and confidentiality, which require recipients to collect the data and maintain the records that the Civil Rights Center finds necessary to determine recipient compliance with nondiscrimination and equal opportunity provisions. This includes:

- Records on applicants, eligible applicants, participants and terminees, as well as on applicants for employment and employees;
 - **By race, ethnicity, gender, age, and "where known", disability status.**
30. The Service Provider assures that it will comply with 29 CFR Section 37.29, dissemination of nondiscrimination and equal opportunity policy, and that initial and continuing notice shall be provided that it does not discriminate on any prohibited ground to: applicants, eligible applicants, participants, applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

The notice requirements imposed require, at a minimum, the notice be posted prominently in reasonable numbers and places, disseminated in internal memoranda and other written communications, included in handbooks or manuals, made available to each participant and made a **part of the participant's file.** The notice shall be provided in appropriate formats to individuals with

visual impairments. Where notice has been given in an alternate format to a participant with a visual impairment, a record that such notice has been given shall be made a part of the participant's file.

In accordance with Federal and State requirements, the posters listed below are to be displayed prominently at all WIOA Title I locations, including satellite offices, and by all service providers.

- Equal Opportunity Is the Law (Spanish and English)
- Equal Employment Opportunity Is The Law (Spanish and English)
- Florida Law Prohibits Discrimination (Spanish and English)

The Service Provider shall, during each presentation to orient new participants and/or new employees to its workforce system **funded programs or activities, include a discussion of participant's and/or employees' rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination with the recipient, the Department of Economic Opportunity's Office for Civil Rights, or the Civil Rights Center, U.S. Department of Labor.**

31. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract (as applicable). The Service Provider will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials), 627.420(h) (4) (ii), and will comply with requirements pertaining to rights to data, 627.420(h) (4) (iii). CareerSource Gulf Coast and the Department of Economic Opportunity shall have unlimited rights to any data first produced or delivered under this Agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).
32. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (contracts, subcontracts, and sub-grants of amounts in excess of \$100,000).
33. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
34. The Service Provider will comply with the Federal Sarbanes-Oxley Act of 2002 and acknowledges that it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC) and that it is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
35. The Service Provider assures that clarification will be sought from the Board on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which the Board shall supply clarification. The Service Provider understands that the Board will give the Service Provider thirty (30) days to take corrective action should it be determined that there is a violation of the WIOA and/or Workforce Innovation Acts. If the Service Provider does not take corrective action, funding will be withheld or revoked.

36. **Service Providers who are responsible for determining participants' eligibility will assume the liability of** all costs incurred because of erroneous determinations of eligibility. Participant eligibility must be completed prior to enrollment and submitted to the Board upon request after enrollment into the program if the Service Provider is the verifier. Service Provider understands that participant eligibility will be determined prior to enrolling a participant into training.
37. The Service Provider agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the participant. No participant will be trained or receive services in buildings or surroundings which are unsanitary or dangerous. The Service Provider assures that on-the-job training participants will be provided the same working benefits at the same level as other employees similarly employed.
38. **The Service Provider assures that to the extent that a State Worker's Compensation law is applicable, information regarding worker's compensation benefits, in accordance with such law, shall be provided** to the potential employer by the Service Provider. The State of Florida, through Welfare Transition and **SNAP, shall provide worker's compensation coverage for all Community Work Experience participants.** To the extent that such law is not applicable, each recipient of funds under WIOA shall secure insurance coverage for injuries suffered by such participants.
39. **The Service Provider understands that workforce system programs' services and activities are to be** coordinated with other agencies in the region and that positive working relationships shall be established for the benefit of the participants. To prevent duplication of funding and to comply with WIOA Section 134 (c) (3) (B), students will present information regarding HEA, Title IV awards and other types of financial aid they receive to their case manager. In the event the student does not supply this information, the Service Provider is responsible for obtaining that information and providing it to appropriate workforce staff.
40. Service providers are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act (P.L. 107-288) published at 73 Fed. Reg. 78132 on December 19, 2008.
41. The Service Provider assures that if the contractor or employee of the contractor who is directly involved in activities funded under this contract has a grievance not related to discrimination, the following steps will be taken:
 - A. The contractor/employee should speak to his/her supervisor unless that person is the cause of the grievance. In that case, the aggrieved should address his/her concern with the next level of supervisor of their respective organization.
 - B. **If the problem is not resolved to the aggrieved' s satisfaction and he/she wishes to pursue the** issue further, he/she should present the problem to the Deputy Director of CareerSource Gulf Coast. The aggrieved must allow 14 working days from the date the Deputy Director was apprised of the issue to receive a written response.
 - C. If the aggrieved receives no response during the 14 working day period or receives an adverse decision that he/she wishes to contest, the aggrieved shall submit a formal, written grievance to the Executive Director of CareerSource Gulf Coast. The written grievance should be sent to CareerSource Gulf Coast, 5230 West U.S. Highway 98, Panama City, Florida 32401 and 60 working days allowed for a written response.

- D. If the aggrieved receives no response during the allowed time period or is dissatisfied with the response, he/she may write to the Department of Economic Opportunity Director of Workforce Services, 107 East Madison Street, Tallahassee, Florida 32399-4128. This grievance must be filed within one year of the alleged incident.
- E. There is a separate grievance/complaint process for participants.

By the signature on this page, the Service Provider certifies that it has read and understands all of the provisions of this GRANT AGREEMENT and agrees to the information contained herein.

Name and Title

Date

Signature of Chief Official