CareerSource Florida, Inc.

Request for Proposals for Reimagining Florida's Workforce System: A Three Pillar Strategy PHASE III - Implementation

PLEASE DIRECT INQUIRIES TO: Violet Sharpe, Contracts and Office Services Director contracts@careersourceflorida.com

TIMETABLE

Date	Time	Event
Friday, April 7, 2023	5:00 pm	Release of RFP
Tuesday, April 11, 2023	3:00 pm	Questions due to CSF (via email – contracts@careersourceflorida.com)
Friday, April 14, 2023	5:00 pm	CSF responds to questions (anticipated)
Friday, April 21, 2023	3:00 pm	Proposals due to CSF – <u>Submission Form</u>
Friday, May 5, 2023	5:00 pm	CSF selects Vendor (anticipated)
Friday, May 12, 2023	5:00 pm	Anticipated Contract start date

- A. Request for Proposals Release Date: Friday, April 7, 2023
- B. Deadline for Submitting Proposals: Friday April 21, 2023
- C. **Method for Submitting Proposals:** Complete the <u>submission form</u> and attach accompanying documents.
- D. Right to Reject: CareerSource Florida reserves the right to reject all proposals received in response to this RFP in the event funding becomes unavailable or other unforeseeable circumstances occur. A contract for the accepted proposal will be based upon the factors described in this RFP and may include any or all parts of the proposal.
- E. **Contract Period:** The contract period will not extend beyond June 30, 2024, although there may be an option to renew.
- F. Contract and Payment Schedule: Upon receipt of competitive quotes, CareerSource Florida will select a vendor, develop a contract proposal, and set contract terms, including a payment schedule. Any services and deliverables executed under this contract will be paid on a reimbursement basis only. This is not an RFP for a retainer contract. All billing must reflect actual work completed. CareerSource Florida requires that all services be listed within bidder proposals showing hourly rates for each individual service.
- G. **Notification of Award:** A decision selecting the successful bidder is scheduled to be made within two (2) weeks of the closing date for the receipt of proposals.

Interviews with prospective vendors will take place during this two-week period if needed. Upon conclusion of final negotiations with the successful bidder(s), all offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the decision.

Please do not contact CareerSource Florida to check on the status of proposals.

SUBMISSION OF RESPONSES: Submissions from vendors in response to this RFP must be received by CareerSource Florida by **3 p.m. EDT, April 21, 2023**.

PURPOSE

CareerSource Florida seeks a vendor to support state and local implementation of the Florida Workforce System Transformation Plan that was approved by the CareerSource Florida Board of Directors on Feb. 23, 2023, to address a key directive of the state Reimagining Education and Career Help (REACH) Act.

Advancing system transformation statewide, the REACH Act was unanimously approved by the Florida Legislature and signed into law by Governor Ron DeSantis in 2021. The law addresses the evolving needs of Florida's economy by increasing the level of collaboration and cooperation among state businesses and education communities while improving training within and access to a more integrated workforce and education system. The REACH Act establishes a comprehensive blueprint for the state's talent development ecosystem. It demands customer-focused improvements to reimagine and modernize complementary, but often siloed systems for education, workforce development and public assistance directly affecting the state's talent pipeline through both policy and performance.

Among its provisions affecting the state workforce system — the CareerSource Florida network — the REACH Act directs: A reduction in the current number of local workforce development boards to:

- 1. Eliminate multiple layers of administrative entities to improve coordination of the workforce development system.
- 2. Establish consistent eligibility standards across the state to improve the accountability of workforce-related programs.
- 3. Provide greater flexibility in allocating resources to maximize the funds directed to training and business services.

The work to address this statutory directive resulted in a multi-phase Alignment Evaluation initiative to consider and implement realignment and consolidation opportunities for Florida's 24 local workforce development boards. In Phase I (September 2022 – February 2023), the approach to this undertaking involved qualitative and quantitative research and discovery to develop a

data-driven alignment strategy to achieve the three objectives of the board reduction requirement.

Additionally, this work further advances efforts to accomplish the overarching intent of the REACH Act as well as the goals of the federal Workforce Innovation and Opportunity Act (WIOA) for a more effective and accountable workforce development system that maximizes resources directed to services for job seekers, workers and employers, while helping more Floridians facing barriers become self-sufficient and achieve economic mobility and prosperity.

The Alignment Evaluation initiative was launched by CareerSource Florida, in collaboration with the Governor's REACH Office and other partners, in April 2022.

This initiative has resulted in the Florida Workforce System Transformation Plan to modernize the local workforce development board governance structure in the nation's third-largest state and better position the system to be even more customer-centered, cost effective and responsive to meet workforce talent demands today and in the future.

The transformation plan focuses on three pillars:

- 1. Alignment and consolidation for local workforce development boards.
- System-wide improvements for improved customer consistency and better leveraging of public funds.
- 3. **Regional planning** to further promote workforce system alignment with education and economic development and optimize opportunities for regional economic growth.

The selected vendor will provide leadership, planning, coordination, subject matter expertise, and other strategic support, including but not limited to the vendor responsibilities outlined below, to help state and local partners implement newly realigned and consolidated local workforce development areas and boards; advance system-wide improvements; and support the designation and implementation of new planning regions for all of Florida's local workforce development boards.

VENDOR RESPONSIBILITIES

CareerSource Florida is inviting proposals from qualified service providers to implement the three-pillar strategy to reimagine Florida's Workforce System. This Request for Proposal (RFP) is for Phase III of the initiative, which involves the implementation of the recommendations of the workforce system redesign developed in Phase I and Phase II.

This initiative will support the transformation of the workforce system to better align with the needs of job seekers, businesses, and the economy. The three-pillar strategy

developed in Phase I and II of this initiative involves the creation of a demand-driven workforce system that is responsive to the needs of business, investment in a skilled workforce, and the alignment of the workforce system with economic development.

The selected vendor will be responsible for:

1. Workforce System Redesign Implementation – Project Management and Project Plan.

The vendor is responsible for Project Management duties and tasking. This includes developing the necessary project plans as identified below. The overall project plan will serve as a comprehensive roadmap to support the implementation of the Florida Workforce System Transformation Plan and ensure that the state's workforce development system is modernized, customer-centered, and well-positioned to meet the needs of job seekers, workers, and employers today and in the future.

Specifically:

- Responsible for Project Management tasks to include facilitating the kick-off meeting.
- Develop a detailed project plan, including the following key components:
 - Project Plan Summary;
 - o Project Scope Management Plan;
 - Resource Management Plan;
 - Risk Management Plan;
 - Communication Plan;
 - Project Change Management Plan;
 - Project Schedule (developed in Microsoft Project format);
 - Quality Management Plan.
- 2. Local Workforce Development Board Realignment and Consolidation Implementation Implement the recommendations developed in Phase II of the project regarding the consolidation and realignment of impacted local workforce development boards.

The vendor is expected to assist CareerSource Florida and the Florida Department of Economic Opportunity in realigning / consolidating impacted local workforce development boards and ensuring full compliance with the Workforce Innovation and Opportunity Act (WIOA). The vendor will be responsible for providing comprehensive support to state and local implementation of the new Florida Workforce System Transformation Plan.

The work will entail coordinating with various stakeholders to ensure compliance with WIOA and streamline local workforce development boards as well as technical

expertise in data management and reporting to ensure compliance with federal and state reporting requirements, including the preparation and submission of required reports and strategic plans. This may involve providing guidance on legal and regulatory requirements, establishing new governance structures, and developing communication and engagement strategies to ensure stakeholder buy-in and support.

Specifically:

- Identify, create and/or recommend state-level policy documents, guidance, resource documents and templates (i.e., interlocal agreements) that will be used to guide realignment and consolidation efforts. Review such existing documents for needed updates to support this initiative.
- Identify, create and/or recommend local-level policy documents, guidance, resource documents and templates (i.e., interlocal agreements) that will be used to guide realignment and consolidation efforts. Review such existing documents for needed updates to support this initiative.
- Coordinate, oversee, and facilitate multiple county meetings / discussions and planning sessions to set up new governance structures and create new local workforce development areas and local workforce development boards including identifying any required state resources / additional funding needs. Recommend key actions for ensuring all counties in designated areas are appropriately represented in the governance and planning for the area.
- 3. System-wide Improvement Implementation Implement the recommendations in Phase II of the project regarding the implementation of system-wide improvements that will assist in creating policies and templates for the impacted local workforce development boards.

The vendor is expected to assist CareerSource Florida and the Florida Department of Economic Opportunity with efforts to improve consistency and coordination across the state's workforce development system, including adoption of consistent eligibility standards and the allocation of resources to maximize the impact of workforce training and business services. The vendor will be responsible for providing comprehensive support to state and local implementation of the new Florida Workforce System Transformation Plan. This may include developing new policies and procedures, establishing monitoring and evaluation frameworks, and working with partners and local workforce development boards to identify best practices and areas for improvement.

Specifically:

 Draft statewide policies (as directed by CareerSource Florida or the Florida Department of Economic Opportunity), including developing supporting tools

- such as guides, customer assessment tools, and other materials to help local workforce development boards comply with state and federal requirements.
- Research and recommend consistent and high-quality statewide customer experience and program management, including but not limited to customer assessments, supportive services, and eligibility (primarily WIOA program eligibility). Determine the state's options for establishing a consistent and uniform approach to supportive services (such as childcare, transportation, additional coaching, computer literacy, etc.); recommendations should be based on best practices established by other states and local workforce development boards.
- Develop state-established templates and other tools (as directed by CareerSource Florida and the Florida Department of Economic Opportunity) for contracting, financial reporting, partnering with other community organizations (nonprofits, businesses, etc.) and agreements with third parties. Coordinate with local workforce development boards or other states to identify potential models for new state templates.
- Assess local workforce development boards' technology needs and the effectiveness of current systems.
- 4. Regional Planning Implement the recommendations developed in Phase II of the project regarding organizing WIOA planning regions.

The vendor is expected to assist CareerSource Florida and the Florida Department of Economic Opportunity in developing planning regions among the local workforce development boards and ensuring full compliance with the Workforce Innovation and Opportunity Act (WIOA). The vendor will be responsible for providing comprehensive support to state and local implementation of the new Florida Workforce System Transformation Plan. This may involve conducting regional assessments and identifying workforce development priorities, developing plans for targeted investments in key industries and occupations, and building relationships with key stakeholders and partners.

Specifically:

- Identify, create and/or recommend state-level policy documents, guidance, resource documents and templates that will be used to guide the establishment of regional planning areas.
- Coordinate, oversee, and facilitate multiple county meetings / discussions and planning sessions to set up new governance structures and create new local workforce development areas and local workforce development boards including identifying any required state resources / additional funding needs. Recommend key actions for ensuring all counties in designated areas are appropriately represented in the governance and planning for the area.

Expectations, Deliverables, Tasks, Performance Measures and Financial Consequences

The vendor is expected to support meetings in the following fashion:

Meeting Type	Expectation
Project Kick-off	In-person / On-site
Meetings with Elected Officials (State	In-person / On-site
and Local Officials)	
Planning Sessions (State and Local)	In-person / On-site
Monthly Status Meetings	In-person / On-site
Local Workforce Board Meetings with	In-person / On-site or Virtual
Staff	
Bi-Weekly Status Meetings	In-person / On-site or Virtual
Training Sessions	In-person / On-site or Virtual

^{*} CareerSource Florida will have office/workspace and network connectivity available for the Vendor to use, as necessary.

In addition, the vendor agrees to perform the following:

Deliverable No. 1 – Introduction and Project Management Plan		
Description/Tasks	Performance Measures	Financial Consequences
 Conduct project kickoff meeting(s) at CSF's location. Develop the Project Management Plan (PMP) and the PMP subplans: Project Plan Summary; Project Scope Management Plan; Resource Management Plan; Risk Management Plan; Communication Plan; Project Change Management Plan; Project Schedule (developed in Microsoft Project format); Quality Management Plan. 	Conduct kickoff meeting(s) and provide completed PMP and PMP sub- plans, as specified, within 10 business days of contract execution. Evidence of sign-in sheet(s), PMP plans and any other required documentation must be submitted and approved by CSF.	Failure to conduct kickoff meeting(s) and submit PMP and PMP sub-plans within 10 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 1 - \$Cost		
Deliverable No. 2 – Support for the consolidation and realignment of impacted local workforce development boards		
Description/Tasks	Performance Measures	Financial Consequences

- Identify, create and/or recommend state-level policy documents, guidance, resource documents and templates (i.e., interlocal agreements) that will be used to guide realignment and consolidation efforts. Review such existing documents for needed updates to support this initiative.
- Identify, create and/or recommend local-level policy documents, guidance, resource documents and templates (i.e., interlocal agreements) that will be used to guide realignment and consolidation efforts. Review such existing documents for needed updates to support this initiative.
- Coordinate, oversee, and facilitate multiple county meetings / discussions and planning sessions to set up new governance structures and create new local workforce development areas and local workforce development boards including identifying any required state resources / additional funding needs. Recommend key actions for ensuring all counties in designated areas are appropriately represented in the governance and planning for the area.

Submit proof of recommendations, templates, and documents created within 45 business days of contract execution.

Proof of recommendations, templates, documents created, and any other required documentation must be submitted and approved by CSF.

Failure to submit proof of recommendations, templates, and documents created within 45 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 2 - \$Cost

Deliverable No. 3 – Policies and templates for the impacted local workforce		
development boards		
Description/Tasks	Performance	Financial Consequences
	Measures	

- Draft statewide policies (as directed by CareerSource Florida or the Florida Department of Economic Opportunity), including developing supporting tools such as guides, customer assessment tools, and other materials to help local workforce development boards comply with state and federal requirements.
- Research and recommend consistent and high-quality statewide customer experience and program management, including but not limited to customer assessments, supportive services, and eligibility (primarily WIOA program eligibility). Determine the state's options for establishing a consistent and uniform approach to supportive services (such as childcare, transportation, additional coaching, computer literacy, etc.); recommendations should be based on best practices established by other states and local workforce development boards.
- Develop state-established templates and other tools (as directed by CareerSource Florida and the Florida Department of Economic Opportunity) for contracting, financial reporting, partnering with other community organizations (nonprofits, businesses, etc.) and agreements with third parties. Coordinate with local workforce development boards or other states to identify potential models for new state templates.
- Assess local workforce development boards' technology

Submit statewide policies and templates within 60 business days of contract execution.

Statewide policies, templates, and any other required documentation must be submitted and approved by CSF. Failure to develop the statewide policies and templates within 60 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

needs and the effectiveness of current systems. Deliverable No. 4 – Organizing WIC Description/Tasks Identify, create and/or recommend state-level policy documents, guidance, resource documents and templates that will be used to guide the establishment of regional planning areas. Coordinate, oversee, and facilitate multiple county meetings / discussions and planning sessions to set up new governance structures and create new local workforce development areas and local workforce development boards including identifying any required state resources / additional funding needs. Recommend key actions for ensuring all counties in designated areas are appropriately represented in the	Performance Measures Submit proof of recommendations, templates, and documents created, within 80 business days of contract execution. Proof of recommendations, templates, documents created, and any other required documentation must be submitted and approved by CSF.	Financial Consequences Failure to provide proof of recommendations, templates, and documents created within 80 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
appropriately represented in the governance and planning for the area.		
		Deliverable 4 - \$ Cost
Deliverable No. 5 – Monthly / Bi-weekly Status Meetings and Status Reports		
Description/Tasks	Performance Measures	Financial Consequences

Facilitate bi-weekly status meeting with CSF Program Director and document with a status report. Facilitate monthly status meeting with CSF Program and all associated partners and document with a status report.	Submit bi-weekly status reports (2) within 5 business days from the 1st calendar of each month. Bi-weekly Status Reports any other required documentation must be submitted and approved by CSF.	Failure to submit two Bi- weekly Status Reports within 5 business days from the 1st calendar day of each month will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment. This deliverable is expected to be billed monthly throughout the term of this contract.
		Deliverable 5 - \$ Cost
Deliverable No. 6 – Training and Te		
Description/Tasks	Performance Measures	Financial Consequences
For each month during this contract, provide all training and technical assistance required to support local level entities and document with sign-in sheets, training materials, or other documentation. • Provide training and technical assistance to local workforce development board staff and members, including the development of training materials and presentations that effectively communicate complex regulations and policies. • Provide technical assistance and training to newly designated local workforce development boards on compliance with federal	Submit proof of signin sheets, training materials, and other documentation within 5 business days from the 1st calendar day of each month. Sign-in sheets, training materials and any other required documentation must be submitted and approved by CSF.	Failure to submit the proof of sign-in sheets, training materials, or other documentation within 5 business days from the 1st calendar day of each month will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment. This deliverable is expected to be billed monthly throughout the term of this contract.

laws and regulations, as well as state policies and procedures.	
 Assist newly designated local workforce development areas in the establishment of a new local workforce development board for the newly designated areas per WIOA and any applicable state laws and policies. 	
 Provide technical assistance to newly designated areas in completing required local plans per WIOA and any applicable state policies, in coordination with the Florida Department of Economic Opportunity. 	
 Provide technical assistance to planning regions in the development and implementation of their regional plans, in coordination with CareerSource Florida and the Florida Department of Economic Opportunity. 	

Deliverable 6 - \$ Cost

Deliverable No. 7 – Meeting Facilitation and Meeting Minutes		
Description/Tasks	Performance Measures	Financial Consequences
For each month during this contract, facilitate all meetings required to support Local Level entities and document with and agenda and meeting minutes.	Submit proof of meeting agendas and meeting minutes within 5 business days from the 1st calendar day of each month.	Failure to submit the proof of meeting agendas and meeting minutes within 5 business days from the 1st calendar day of each month will result in a deduction of 5% of the deliverable cost for each
	Status Reports any other required	business week beyond the due date. Such reduction

	documentation must	shall be made from the
	be submitted and	deliverable payment.
	approved by CSF.	
		This deliverable is
		expected to be billed
		monthly throughout the
		term of this contract.
		Deliverable 7 - \$ Cost
Deliverable No. 8 – Project Closur	е	
Description/Tasks	Performance	Financial Consequences
	Measures	
Submit a Project Closure Report	Submittal of the	Failure to submit the
which includes details of the	Project Closure	Project Closure Report
activities needed to close out all	Report, as specified	supported with required
Project activities, tasks, and	within 5 business	documentation within 5
reports.	days of final	business days of
	acceptance of the	acceptance of Deliverable
Supporting reports to the Project	last deliverable for	7, as specified, will result in
Closure Report that shall be	Deliverable 7.	a deduction of 5% of the
provided by the contractor include:		deliverable cost for each
 Lessons Learned Project Report; 	The Project Closure	business week beyond the
Project Release Document	Report must be	due date. Such reduction
(Signed);	evidenced by	shall be made from the
Change Log (Closed Out);	documentation	deliverable payment.
Contract(s) Closure.	required below, and	. ,
o dentification dissails.	any other required	
	documentation, and	
	must be submitted	
	and approved by	
	CSF:	
	Lessons Learned	
	Project Report;	
	Project Release	
	Document (Signed);	
	Change Log (Closed	
	Out);	
	• Contract(s) Closure.	
	- John don's) Ologdic.	Deliverable 7 - \$ Cost
		Deliverable 1 - y 503t

Vendor Professional Qualifications

Vendor shall, at a minimum, provide competent and adequately trained personnel with the knowledge, expertise and experience per the qualifications as indicated below:

Role	Skill Set
Project Manager	Project Management Professional (PMP)
Business Analyst	Solicit requirements, coordinate meetings, documents meeting minutes, supports Project Manager
Other Roles as Identified by the Vendor to support the following knowledge and experience skills.	 Knowledge of and experience with federal WIOA requirements and related federal and state regulations regarding local workforce development boards, chief elected officials, local workforce development plans and planning regions Knowledge and experience working with local government entities Knowledge and experience in legal topics regarding dissolution and establishment of non-profit business entities including Human Resource staffing requirements Knowledge and experience in legal topics regarding WIOA Expertise in program evaluation and performance management to help local workforce development boards develop and implement effective programs, measure effectiveness, and make data-driven decisions

PROPOSAL FORMAT

For a proposal to receive funding consideration, the application included in this packet must be answered completely. Proposers should take care in following the format of the application. Use narrative and/or include attachments where requested. Adherence to this format is essential since evaluation criteria is based on the structure of the RFP. Failure to follow the requested format could result in the disqualification of your proposal. Proposals should be prepared as simply as possible and provide a concise description of the bidder's capabilities to produce deliverables. The proposal should be no longer than twenty-five (25) pages total and include the following:

- 1. Cover page
- 2. Executive summary
- 3. Past performance and experience
- 4. Description of deliverables
- 5. Staffing with related experience
- 6. Timeline
- 7. Total cost

Proposals should include a statement that all Intellectual property rights will be owned by CareerSource Florida and that other work may be added to the contract upon a mutually signed agreement. Proposals should also include a commitment to open

communication with CareerSource Florida and Florida Department of Economic Opportunity about delivery dates, launch dates, and any contingency plans should delivery dates need to be adjusted.

All proposals to this RFP should also include itemized pricing (the hourly rates for each) for the above work as well as bundled pricing options that could provide any cost savings. Responses should be organized by main topic area listed above. If the proposal does not include the above noted statements and pricing structure breakdown, the proposal may be disqualified from the bidding process.

BID REVIEW PROCESS

The application is a preliminary mechanism used to determine the suitability of a service provider for funding. The review process involves:

- A. Preliminary Screening
 - a. To be considered for funding, you must complete the entire application. Based on your response, an evaluation team will determine whether further consideration of the application is warranted.
- B. Follow-up/Fact-finding Documentation
 - a. Upon analysis of your completed application and budget, you may be asked to submit additional information or details to the evaluation team.
 - b. You may be asked to provide a presentation or demonstration of your organization's abilities to successfully fulfill the proposal requirements.
- C. Evaluation Process
 - a. Proposals will be scored using a predetermined scoring matrix by a formal evaluation committee. Vendors with the top proposals may be asked to participate in an interview or asked to provide further information/clarification.

PROPOSAL CONTENT AND EVALUATION

Based on information submitted, your suitability to deliver service will be rated in the following manner:

- A. Past performance and experience: 15 points maximum
- B. Description of deliverables: 15 points maximum
- C. Staffing: 25 points maximum
- D. Timeline: 20 points maximum
- E. Total Cost: 25 points maximum

BACKGROUND

CareerSource Florida, Inc., is the public/private corporation established by the Florida Legislature to provide policy direction and general oversight for the state's workforce development system through its board of directors, appointed primarily by the Governor. As established in Chapter 445, Florida Statutes, this workforce system comprises the State Workforce Development Board (CareerSource Florida, Inc.), the Florida Department of Economic Opportunity, which serves as the state's administrative and fiscal entity, the 24 local workforce development boards, and other state and regional partners. CareerSource Florida is managed by a president and professional staff located in Tallahassee and serves as the administrative support to the State Workforce Development Board.

The president and professional staff are working at the direction of the state board, and in collaboration with the REACH Office and other state and local partners, to implement the new Florida Workforce System Transformation Plan, which creates a new three-pillar framework for innovation. A key component of the plan is the realignment of two counties, affecting four local workforce development areas and boards, and the consolidation of six local workforce development areas and boards. This will result in a reduction in the number of local workforce development areas and boards from 24 to 21. These changes would further efforts to join highly interconnected counties to reduce administrative redundancies and maintain or improve economic development alignment to drive regional growth. In several instances, these changes reinforce strong commuting patterns, align labor market areas and reduce the number of local workforce development boards serving in some Metropolitan Statistical Areas. The proposed changes largely maintain or improve access to education and training providers.

To fully realize the Alignment and Consolidation pillar, local leaders in communities directly affected by realignment will need to come together in their new local workforce development areas to evaluate and make appropriate administrative and operational changes.

Additionally, to advance the System-wide Improvements pillar, the CareerSource Florida Board has directed its professional team and the Florida Department of Economic Opportunity, working in collaboration with the Governor's REACH Office and local workforce development boards, to develop a plan for specific system-wide improvements for consistency, improved customer experience and efficiencies to include, but may not be limited to, technology, administration, fiscal, procurement/contracts and programmatic policies.

Finally, those state and local partners are directed to develop recommendations to the Governor and state workforce development board for the designation of WIOA-compliant planning regions made up of two or more local workforce development areas and boards to further improve workforce system alignment with larger economic development areas to support economic mobility, growth and prosperity.

Progress to completion of all this transformational work is expected to begin immediately and conclude by June 30, 2024. Potential respondents can find more about the Florida Workforce System Transformation Plan and the comprehensive

research and stakeholder engagement that led to the plan on the <u>CareerSource Florida</u> <u>REACH Act</u> page.

CONTRACTOR'S RESPONSIBILITIES Staffing

The Contractor(s) shall also ensure all staff is qualified to deliver services under the terms and conditions of this RFP. Qualifications must include not only appropriate educational background based upon job duties, but experience in similar or like employment. Staff qualifications must be in writing for all team members for each year this contract remains in effect. Submission of this information is required prior to CSF executing any contracts for the services described.

Proposed use of subcontractors must be included in the Respondent's reply. The Contractor(s) is responsible for ensuring subcontractor(s) performing any of the work tasks described herein comply with the requirements.

The Contractor(s) shall notify the Director of Contracts as soon as possible, but no later than ten (10) calendar days of any changes in the staff assigned to this engagement. Such notification shall be in writing and shall include information related to replacement staff assigned to this engagement. Failure to comply with the requirements of this section will activate the contract termination provisions.

Subcontractor(s)

The Contractor(s) will provide the scoped services and shall be responsible for all work performed and all contract deliverables. The Contractor(s) shall not enter any subcontracts for the delivery of any services described in this contract without the prior written approval of CSF. Proposed use of subcontractors must be included in the Respondent's reply. Requests for use of subcontractors received after the RFP process are subject to review and approval by CSF based on the terms described here.

It is the intent of CSF to maintain the quality standards applicable for all engagement team members. The Contractor(s), as the prime service provider, retains sole responsibility for the qualifications of all team members.

Records and Retention

In all cases, the Contractor(s) shall maintain accurate and current records related to the operations of CSF as agreed upon in the terms of this engagement.

The Contractor(s) shall maintain all documentation, for a minimum of five (5) years, in accordance with federal and state guidelines. CSF reserves the right to request at any time, that supporting documentation be submitted (in electronic or hard copy format) or made available for examination by authorized

representatives. All records, documentation and work product of the Contractor(s) shall be the property of CSF upon termination of the contract.

Confidentiality and Safeguarding Information

CSF and all selected Contractor(s) may have access to confidential information during the course of performing the services described in this RFP. The Contractor(s) must implement procedures to ensure protection and confidentiality of all data, files and records involved with this contract. The Contractor(s) and all team members must sign and return to CSF a confidentiality statement, which will be provided by CSF upon awarding the services described in this RFP.

Compliance with Laws

The selected Contractor(s) shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor(s) shall comply with the Immigration and Nationality Act, the Americans with Disabilities Act, the Clean Air Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

Convicted Contractors

A person or affiliate placed on the convicted contractor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted contractor list.

Discriminatory Contractors

An entity or affiliate placed on the discriminatory contractor list pursuant to section 287.134 of the Florida Statutes may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory contractor list.

Disputes

Decisions by CSF regarding the selected contractor(s) are final. Any party potentially adversely affected by the intended decision made by CSF to award a contract or to reject all proposals must submit such dispute in writing, signed by the official who signed the original proposal and must state the specificity of the nature of the dispute and the requested disposition. Questions to the Director of Contracts or any other CSF employee shall not constitute such dispute in writing. The President and the Chief Operating and Financial Officer of CSF will determine if the written dispute meets the criterion of specificity. Their determination will be final, and any dispute that does not meet this requirement may be dismissed without further consideration.

Such disputes must be received by the Chief Operating and Financial Officer of CSF, no later than close of business (5:00 PM, Eastern), five (5) working days from the date of issuance of the notice of award. 'Working days'

means Monday through Friday, excluding official CSF holidays. Parties filing a written dispute are required to ensure timely delivery. Facsimiles that have the appropriate signature and meet all other requirements stated herein may be accepted. Any dispute not received in this manner within this specified period will be rejected without further consideration.

Within five (5) working days after the receipt of any such valid dispute, the Chief Operating and Financial Officer of CSF will issue a final decision regarding the dispute notifying the party that filed the dispute and a member of the CSF Executive Committee.

Nothing in this dispute process is intended to imply nor should it be construed to mean such filing of a dispute places any constraint on the ability of CSF to proceed with its disputed procurement action, either in whole or in part.

Contractor's Representation and Authorization

In submitting a proposal, each Contractor understands, represents, and acknowledges the following (If the Contractor cannot so certify to any of the following, the Contractor shall submit with its proposal a written explanation of why it cannot do so).

- To the best of the knowledge of the person signing the proposal, the Contractor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the proposal, the Contractor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other Contractor or potential Contractor; neither the prices nor amounts, actual or approximate, have been disclosed to any Contractor or potential Contractor, and they will not be disclosed before the opening of the proposals.
- The Contractor has fully informed CSF in writing of all convictions of the

firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

 Neither the Contractor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of Federal funds:

Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; 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; or

Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.

- If an award is made to the Contractor, the Contractor agrees that it intends to be legally bound to the Contract that is formed with CSF.
- The Contractor shall indemnify, defend, and hold harmless CSF and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Contractor's preparation of its proposal.
- All information provided by, and representations made by, the Contractor are material and important and will be relied upon by CSF in awarding the Contract.

Contract Period

This solicitation will result in a fixed price contract with the original contract period beginning upon execution of the contract. The original term of this contract shall be determined at a later date. All prices shall be firm for the term of this contract.

Licenses, Permits and Taxes

The contractor(s) awarded a contract pursuant to this RFP shall pay for and obtain all licenses, permits, taxes, or other fees required for this engagement. In addition, the Contractor(s) shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified all at no additional cost to CSF.

Liquidated Damages for Failure to Complete Engagement on Time

Failure to complete the engagement in accordance with instructions herein will result in substantial injury to CSF and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the engagement is not completed by contract completion date, the Contractor(s) shall pay to CSF liquidated damages for such delays.

This provision for liquidated damages for delay shall in no manner affect CSF's right to terminate the Contract as provided elsewhere in the Contract Documents. CSF's exercise of the right to terminate shall not release the Contractor(s) from the obligation to pay said liquidated damages.

PUBLIC RECORDS

All materials submitted in response to this RFP become the property of CSF and the State of Florida, and will be a public record and open for inspection by any person in accordance with the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

COST OF PREPARATION OF CONTRACTOR REPLY

CSF is not liable for any costs incurred by a contractor in responding to this RFP.

DUTY OF CONTINUING DISCLOSURES OF LEGAL PROCEEDINGS

- (1) Commencing after the effective date of any contract resulting from this RFP, the contractor must disclose any pending or prior civil or criminal litigation, investigations, arbitration, or proceedings ("Proceeding") involving the contractor (and each subcontractor) in a written statement to CSF's Chief Financial Officer within fifteen (15) calendar days of occurrence.
- (2) This duty of disclosure applies to the contractor's officers and directors when the proceeding relates to the office or directors' business or financial activities. This duty must extend to all proceedings disclosed in the contractor's reply to this RFP as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
- (3) The successful contractor shall promptly notify CSF of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the contractor's business. If the existence of such proceeding, during the term of this contract for services causes the state concern or the contractor's ability or willingness to perform the contract is jeopardized, the contractor shall be required to provide CSF all reasonable assurances requested by CSF to demonstrate that:

A. The contractor will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and

The contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for CSF which is similar in nature to the conduct alleged in such proceeding.

EVALUATION

Evaluation Team

An Evaluation Team may convene, review and discuss all proposals submitted. The Evaluation Team also:

- Assigns points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria;
- Reserves the right to interview any or all proposers;
- Reserves the right to further negotiate terms and conditions, including price with the highest ranked proposer. If the Evaluation Team cannot reach a mutually beneficial agreement with the first selected proposer, the Team reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- Will recommend to CSF the award or rejection of any and/or proposals(s).

CSF reserves the right to accept or reject any or all proposals and reserves the right to:

- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- Require proposer(s), before awarding the contract, to submit evidence of qualifications or any other information the company may deem necessary;
- Cancel the RFP or portions thereof, without penalty;
- Accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the company;
- Reject any and/or all items proposed;
- Rank the proposal with the highest number of points first; however, nothing herein will prevent the company from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

SELECTION

The proposals will be evaluated and awarded to the Respondent(s) whose proposal submittals have been determined to meet the minimum requirements of this RFP and provide the best value to CSF and the State of Florida. "Best

value," as defined in Section 287.012(4), F.S., means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design and workmanship. CSF reserves the right to award any or all parts of the solicitation to a single or to multiple Contractors.

Identical Tie Responses

In accordance with Section 287.087, if two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractor(s) must complete the Drug Free Workplace form provided (Attachment 8) and return it with their response. In the event that all tied respondents submitted the Drug Free Workplace Certification, award shall be determined by using 60A-1.011 F.A.C. Identical Evaluations of Responses.

TRADE SECRETS

Any bid content submitted to CSF which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the bid, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the bid or other document in which the content is set forth.

Any claim of confidentiality is waived upon submission, unless addressed as set forth above. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of the bid will not affect this right. CSF will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), Florida Statutes, where identified as such in the reply, to the extent permitted under Section 815.045, Florida Statutes and Chapter 119, Florida Statutes. Any prospective bidder acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and it is hereby agreed by the bidder that no remedy for damages may arise from any disclosure by CSF.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

CSF takes its public records responsibilities as provided under Chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If respondent considers any portion of the documents, data or record

submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, respondent must also simultaneously provide CSF with a separate Highlighted Copy of its response. This Highlighted Copy shall contain CSF's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Highlighted Copy." The Highlighted Copy shall highlight any material considered to be confidential, proprietary or trade secret by the respondent. The Highlighted Copy shall be provided to CSF at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions, which are claimed confidential, proprietary, or trade secret.

Respondent shall protect, defend, and indemnify CSF for defending any and all claims made against CSF regarding portions of its Highlighted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

Notwithstanding compliance with the first paragraph, if respondent fails to submit a Highlighted Copy with its response, CSF may produce the entire document(s), data or records submitted by respondent in answer to a public records request.

AGREEMENT

After notification to the successful proposer of the award for services, the successful proposer shall complete an engagement letter(s) setting forth the terms and conditions of the services to be provided which shall be agreed upon by both the proposer and the company.

CSF CONTINGENCY DISCLOSURE

CSF is a not-for-profit corporation as defined by Chapter 445.004, Florida Statutes. CSF currently follows GASB Statements/Pronouncements for its financial reporting and accounting and has done so since its formation in 2000. CSF complies with accounting principles generally accepted in the United States of America (GAAP). CSF is accounted for as a proprietary type enterprise fund. Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed to the extent that those standards do not conflict with or contradict guidance of GASB.

If CSF were to change its reporting format, it would not expect the scope of its audit to significantly change from what is currently done, nor would it expect to change any of its accounting practices or policies. The proposer(s) on this RFP

would be expected to perform all services outlined herein regardless of what CSF's reporting format is.

LEGAL REQUIREMENTS

- (1) It shall be the responsibility of the Contractor(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- (2) Proposer(s) doing business with the company are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

SUMMARY OF PROPOSAL TABULATION

The Summary of Proposal Tabulation with recommended award will be available for review by interested parties per email request.