

**CareerSource Florida, Inc.**

**Request for Quotes  
for  
Reimagining Florida’s Workforce System: A Three Pillar Strategy  
PHASE III – Mediation Services**

**PLEASE DIRECT INQUIRIES TO:  
Andrew Collins, CareerSource Florida CFO, or  
Contracts and Office Services Director  
[contracts@careersourceflorida.com](mailto:contracts@careersourceflorida.com)**

**TIMETABLE**

<b>Date</b>	<b>Time</b>	<b>Event</b>
Monday, September 18, 2023	5:00 pm	Release of Request for Quotes (RFQ)
Wednesday, September 20, 2023	3:00 pm	Questions due to CSF (via email – <a href="mailto:contracts@careersourceflorida.com">contracts@careersourceflorida.com</a> )
Friday, September 22, 2023	5:00 pm	CSF responds to questions (anticipated)
Tuesday, September 26, 2023	3:00 pm	Quotes due to CSF at <a href="https://form.jotform.com/232577970958172">https://form.jotform.com/232577970958172</a>
Friday, September 29, 2023	5:00 pm	CSF selects Contractor (anticipated)
Monday, October 2, 2023	5:00 pm	Anticipated Contract start date

- A. **RFQ Release Date: Monday, September 18, 2023**
- B. **Deadline for Submitting Quotes: Tuesday, September 26, 2023**
- C. **Method for Submitting Quotes:** Complete the [submission form](#) and attach accompanying documents.
- D. **Right to Reject:** CareerSource Florida reserves the right to reject all quotes received in response to this RFQ in the event funding becomes unavailable or any other unforeseeable circumstances occur. A contract for the accepted quote will be based upon the factors described in this RFQ and may include any or all parts of the quote.
- 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 contractor, develop a contract quote, and set contract terms, including a payment schedule. This is not an RFQ for a retainer contract. All billing must reflect actual work completed. CareerSource Florida requires that all services be listed within bidder quotes showing hourly rates for each individual service.

G. **Notification of Award:** A decision selecting the successful bidder is scheduled to be made within three (3) days of the closing date for the receipt of quotes. Interviews with prospective contractors will take place during this three-day period, if needed. Upon conclusion of final negotiations with the successful bidder(s), all offerors submitting quotes in response to this RFQ will be informed, in writing, of the decision.

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

**SUBMISSION OF RESPONSES:** CareerSource Florida must receive submissions in response to this RFQ by 3 p.m. EDT, September 26, 2023.

## **PURPOSE**

CareerSource Florida seeks a contractor to provide mediation services for the 10 impacted areas and Local Workforce Development Boards in support of the [Florida Workforce System Transformation Plan](#) that was [approved by the CareerSource Florida Board of Directors on Feb. 23, 2023, and affirmed by Governor Ron DeSantis on May 17, 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 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 \(April – July 2022\)](#) and [Phase II \(September 2022 – February 2023\)](#), 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.
2. **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 contractor will provide mediation services as a neutral third party to communicate, negotiate, if necessary, and, ultimately, reach an agreement between parties (impacted Local Workforce Development Boards and Counties). These services will help state and local partners implement newly realigned and consolidated local workforce development areas and boards.

## **CONTRACTOR RESPONSIBILITIES**

CareerSource Florida is requesting quotes from qualified contractors to provide merger mediation services, intended to assist parties in reaching a mutual agreement. This RFQ is in support of Phase III of the initiative, which involves the implementation of the recommendations of the workforce system redesign developed in [Phase I](#) and [Phase II](#).

Specifically, these mediation services will be focused on the following Local Workforce Development Board and County mergers and realignments:

- Merge CareerSource North Central Florida and CareerSource Florida Crown
- Merge CareerSource Flagler Volusia and CareerSource Brevard
- Merge CareerSource Tampa Bay and CareerSource Pinellas
- Realign Jefferson County from CareerSource North Florida to CareerSource Capital Region
- Realign Monroe County from CareerSource South Florida to CareerSource Southwest Florida

Through mediation services, the contractor is expected to assist CareerSource Florida and FloridaCommerce in realigning / consolidating impacted local workforce development boards and ensuring full compliance with WIOA.

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

Research and Discovery Hours	Bi-weekly meetings for 6 months or less	Bi-weekly meeting Hours	Estimated Total Hours	Area
40	12	4	88	Merge CareerSource North Central Florida and CareerSource Florida Crown
40	12	4	88	Merge CareerSource Flagler Volusia and CareerSource Brevard
40	8	4	72	Merge CareerSource Tampa Bay and CareerSource Pinellas
20	6	4	44	Realign Jefferson County from CareerSource North Florida to CareerSource Capital Region
20	6	4	44	Realign Monroe County from CareerSource South Florida to CareerSource Southwest Florida
		Estimated Total Hours	336	

\*These are estimated hours and may be adjusted based on contractor recommendations and during the Best and Final Offer (BAFO) request, prior to award.

### **QUOTE FORMAT**

For a quote to receive funding consideration, the application included in this packet must be answered completely. Use narrative and/or include attachments where requested. Failure to follow the requested format could result in the disqualification of your quote. Quotes should be prepared as simply as possible and provide a concise description of the bidder’s capabilities and past experience. The quote should be no longer than ten (10) pages total and include the following:

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

Quotes should include a commitment to open communication with CareerSource Florida and Florida Department of Commerce about key dates and any contingency plans should key dates need to be adjusted.

All quotes to this RFQ should also include the hourly rate(s) for merger mediation services. Responses should be organized by main topic area listed above. If the quote does not include the above noted statement and pricing structure breakdown, the quote may be disqualified from the procurement process.

### **QUOTE 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.
- 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.
  - b. You may be asked to provide a presentation or demonstration of your organization's abilities to successfully fulfill the quote requirements.
- C. Evaluation Process –
  - a. Quotes will be evaluated based on pricing and best value.

### **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 CareerSource Florida REACH Act Implementation information page by [clicking here](#).

## **CONTRACTUAL RESPONSIBILITIES**

### **Staffing**

The Contractor(s) shall also ensure all staff is qualified to deliver services under the terms and conditions of this RFQ. 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. 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 RFQ 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 RFQ. 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 RFQ.

### **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 quote 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 quote 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 quotes must submit such dispute in writing, signed by the official who signed the original quote 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 quote, 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 quote a written explanation of why it cannot do so).

- To the best of the knowledge of the person signing the quote, 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 quote, the Contractor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The quote 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 quote.
- The prices and amounts in the quote 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 quotes.
- 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 quote.
- 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 RFQ 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.

### **PUBLIC RECORDS**

All materials submitted in response to this RFQ 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 quote without cost or charge. Selection or rejection of a quote 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 RFQ.

### **DUTY OF CONTINUING DISCLOSURES OF LEGAL PROCEEDINGS**

- (1) Commencing after the effective date of any contract resulting from this RFQ, 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 RFQ 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 RFQ 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.

## **SELECTION**

The quotes will be evaluated and awarded to the Respondent(s) whose quote submittals have been determined to meet the minimum requirements of this RFQ 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.

## **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 RFQ 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.