

**REQUEST FOR PROPOSAL
FOR
ONE-STOP OPERATOR**

**RFP-PWDB-21-OSO-01
Date Issued: December 8, 2021
DEADLINE FOR SUBMISSION: January 11, 2022**

Direct Responses to:

RFP-PWDB-21-OSO-01

**Joylette Stevens, VP of Operations
CareerSource Polk
600 N Broadway Ave., Suite B
Bartow, FL 33830**



Contents

I. BACKGROUND	3
II. OVERVIEW OF SERVICES SOLICITED UNDER THIS RFP	3
III. APPLICANT ELIGIBILITY	4
IV. TIMETABLE/SCHEDULE OF EVENTS	7
V. SCOPE OF WORK/SPECIFICATION FOR SERVICES	8
VI. PROPOSAL INSTRUCTIONS.....	10
VII. SELECTION PROCESS	12
VIII. ATTACHMENTS	14
IX. PROPOSAL COVER SHEET.....	15
X. GENERAL PROVISIONS AND ASSURANCES	16

As an equal opportunity employer and program, CareerSource Polk is supported by the U.S. Departments of Labor, Health and Human Services, Agriculture as part of awards totaling \$12.1 million (revised annually). The total cost of this program will be 100% financed with federal funds.

I. BACKGROUND

The Polk County Workforce Development Board, Inc. dba CareerSource Polk (CSP) a not-for-profit 501(c) (3) corporation, serves as fiscal agent and provider of WIOA Title I services. CareerSource Polk is governed by an independent volunteer board of directors, whose members are appointed by the Polk County Board of County Commissioners. To service Polk County area, thousands of jobseekers and businesses receive employment and training services through our career center operations. This includes two comprehensive career centers and three satellite offices dedicated to serve the youth through our Young Leaders Program.

The career centers are access points for services available through the system. Job seekers can utilize resource rooms stocked with computers, copiers, faxes, telephones, and job search materials, attend workshops, receive one-to-one job search assistance, career counseling, and access training funds to improve skills. Businesses find qualified employees, post jobs, opportunities for training funds to upgrade the skills of their workforce, and use the Career Centers to conduct recruitment events, get tax credit information, access outplacement services for laid-off employees and be connected to other economic development resources and initiatives. Additional information on programs and services is available at www.careersourcepolk.com

At the time of this RFP, CSP has two (2) full-service career centers:

1. 500 E. Lake Howard Dr., Winter Haven, FL 33881
2. 309 N Ingraham Ave., Lakeland, FL 33801

The Administrative Offices are located at 600 N Broadway Ave., Suite B, Bartow, FL 33830

II. OVERVIEW OF SERVICES SOLICITED UNDER THIS RFP

A. Background:

WIOA's focus is on further enhancing the high quality one-stop center system by continuing to align investments in workforce, education, and economic development to regional in-demand jobs. The new law places greater emphasis on local resource coordinator to better meet the needs of jobseekers, workers, and businesses. This includes the cultivation of partnerships and strategies necessary for one-stops to provide job seekers and workers with the high-quality career services, education and training, and supportive services. Therefore, under WIOA the Career Centers are required to partner with a range of federally funded employment and training programs to promote the coordination of services on behalf of job seekers and businesses. The one-stop operator will be integral in supporting the system and coordinating these services.

CareerSource Polk is issuing this Request for Proposal (RFP) as the method of solicitation to assure the greatest degree of open competition and to achieve the best technical proposals and services at the lowest possible cost from qualified entities capable of carrying out the duties of the one-stop operator as described in the Workforce Innovation and Opportunity Act (WIOA).

Public notice of this RFP has been published in the local newspaper of general circulation and posted under the Public Notices section of the CSP website <https://www.careersourcepolk.com/public-notice/>

B. Funding Period

CSP intends to obligate no more than \$40,000 annually for this reimbursement-based contract. At its discretion, CSP may amend contracts based on performance and funding availability, and/or renew contracts for up to three consecutive contract periods (July 1 through June 30). Proposers must include their hourly reimbursement rate in the proposal. The rate should be inclusive, and detail all expenses, i.e. travel, etc. CSP reserves the right to negotiate amounts based on proposals received.

CSP is funded by federal grants, which are subject to ongoing appropriation and actual funding. Due to the nature of the funding source, potential changes in legislation and policies, proposers are advised that any contract awarded under this RFP may be modified to incorporate such changes.

Entities selected and serving as one-stop operators are subrecipients of a Federal award and thus are required to follow the Uniform Guidance. Additional clarification is provided in the Training and Employment Guidance Letter (TEGL) #15-16 as found at https://wdr.doleta.gov/directives/attach/TEGL/TEGL_15-16_Acc.pdf

III. APPLICANT ELIGIBILITY

The WIOA Joint Final Rule requires Local Workforce Development Boards (LWDBs) to use a competitive process based on the principles of competitive procurement in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, including the Department of Labor (Department) specific requirements at 2 CFR part 2900, which may be found at <http://www.ecfr.gov>. Entities selected and serving as one-stop operators are subrecipients of a Federal award and thus are required to follow the Uniform Guidance.

As described in WIOA Section 121, one-stop operators must be an entity (public, private, or non-profit) or a consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the one-stop partners described in subsection (b)(1)), of demonstrated effectiveness, located in the Local Area. Such entities may include:

- An institution of higher education
- An employment service State agency established under the Wagner-Peyser Act
- A community based organization, non-profit organization, or intermediary
- A private for-profit entity
- A government agency
- Another interested organization or entity that may include a local chamber of commerce or other business organization, or a labor organization.

Qualifications are as follows:

- An understanding of the Workforce Innovation and Opportunity Act. Similarly, a general understanding of the local workforce system and its stakeholders is not required, but preferred.
- Strong, demonstrated experience (3-5 years) facilitating large, diverse stakeholder groups to a common goal or outcome is expected. The ability to remain a neutral facilitator will be critical.
- Experience in meeting agenda development, planning, and execution.
- Ability to work closely with Workforce Development Board to monitor the system's strategic objectives and make recommendations for system continuous improvements.
- Other roles and responsibilities as defined by the Board.

CSP requires that entities must be organized in accordance with State and Federal law and in business for at least 1 year. No person, affiliate, or entity may submit a response or be awarded under contract if:

- placed on the convicted Proposer list following a conviction for a public entity crime, for a period of 36 months from the date of being placed on the convicted Proposer list;
- has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency;

- has not complied 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, programs or services;
- previous contract(s) with CSP have been terminated for cause.

A. Additional Requirements

1. Monitoring

WIOA requires the Local Workforce Development Board (LWDB) to conduct monitoring of its one-stop operator. Oversight and monitoring is an integral function of the States and LWDBs to ensure the one-stop operator's compliance with the requirements of WIOA, the activities per the Statement of Work, performance reporting requirements, and the terms and conditions of the contract or agreement governing the one-stop operator. The LWDB must measure, track, and monitor performance, service deliverables, and achievement of program or performance measures.

CareerSource Polk as the LWDB must ensure that the one-stop operator do the following:

- a. Disclose any potential conflicts of interest arising from the relationships of the one-stop operator with particular training service providers or other service providers, including but not limited to, career services providers;
- b. In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- c. Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

An entity serving as a one-stop operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR § 679.430 for demonstrating internal controls and preventing conflict of interest.

2. Confidentiality and Disclosure

The one-stop operator shall comply with applicable requirements of the "Sunshine Law" regarding official activities of the local board.

The one-stop operator will keep all documents and other information related to the one-stop operator services confidential. Such information will only be disclosed to designated members of the Polk County Board of County Commissioners, the Board of Directors, the Executive Committee, CSP Finance/Audit Committee, and appropriate Board staff. Other than these exceptions, the operator will not publish, reproduce or otherwise divulge such information, completely or in part, nor authorize or permit others to do so.

The one-stop operator shall comply fully with all security procedures of the United States, State of Florida and CSP in performance of the contract. The one-stop operator shall not divulge to third parties any confidential information obtained by the contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or CSP.

B. Questions

Questions concerning this Request for Proposals must be submitted in writing via email (with Subject: RFP Questions) to the following email address: RFPInfo@careersourcepolk.com. Questions must be received no later than the time and date reflected on the Timetable of Events. All questions submitted shall be published and answered in a manner that all respondents will be able to view in accordance with the Timetable of Events. Each respondent is responsible for monitoring the Public Notice section of the CSP website <https://www.careersourcepolk.com/public-notices/>

Respondents shall not contact any other employee for information with respect to this solicitation. CSP shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by CSP contracting personnel.

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IV. TIMETABLE/SCHEDULE OF EVENTS

Listed below is the schedule of events identifying important actions and dates/times by which the actions must be taken or completed. Time is stated in terms of local time (EST) in Bartow, Florida.

Procurement Activity	Date and Time
RFP Issued and Posted	December 8, 2021
Deadline for Submitting Questions	December 21, 2021, by 12:00 PM, EST
Questions and Answers Posted	December 23, 2021
Proposal Submission Deadline	January 11, 2022, by 12:00 PM, EST
CSP Full Board Meeting	11:30 AM, February 17, 2022
Provision of Services Begins	July 1, 2022

Submit proposals by posted deadline to:

Joylette Stevens
RFP-PWDB-21-OSO-01
CareerSource Polk
600 N. Broadway Ave., Suite B
Bartow, FL 33830

**The Executive Committee Meeting and the Board Meeting are Public Notice open meetings (open to the public) and are posted on the CSP website <https://www.careersourcepolk.com/about/boardroom/board-council-meeting-schedule-minutes-py-2021-2022/>*

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V. SCOPE OF WORK/SPECIFICATION FOR SERVICES

Each respondent shall be responsible for all services required under this solicitation. The respondent is required to examine the specifications set forth and to be knowledgeable of all conditions and requirements that may affect the work to be performed as described in this solicitation. No allowances will be made to the selected respondent because of lack of knowledge of conditions or requirements and the selected respondent will not be relieved of any liabilities or obligations.

- A. The One-Stop Operator (“Operator”), in a consultant role, will play a critical role in supporting the local workforce system to coordinate its diverse partners to achieve its service delivery vision and reach its to be defined’ performance goals. Specifically, the Operator will:
 1. Develop, review and monitor appropriate memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in the local area. This will include at a minimum:
 - a. The required content of MOUs;
 - b. the manner in which the services will be coordinated and delivered through such system;
 - c. how the costs of such services and the operating costs of such system will be funded;
 - d. methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities;
 - e. methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system;
 - f. the duration of the MOU and the procedures for amending its duration, and assurances that such MOU shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services;
 - g. such other provisions, consistent with the requirements, as the parties to the agreement determine to be appropriate.
 2. Continuous Improvement of One-Stop Centers: develop strategies to improve coordination of services across one-stop partner programs to enhance service delivery and improve efficiencies, including at a minimum:
 - a. Coordinating and holding up to four meetings with partners to support the Memorandum of Understanding (MOU) implementation. The Operator will develop meeting agendas (in conjunction with CSP staff), meeting activities, facilitate meetings, and provide meeting notes;
 - b. Establish objective criteria and procedures in assessing the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
 - c. Develop strategies for technological improvements to facilitate access to, and improve the quality of, services and activities provided through the one-stop delivery system. Such improvements include enhancing digital literacy skills; accelerating the acquisition of skills and recognized postsecondary credentials by participants; strengthening the professional development of providers and workforce professionals; and ensuring such technology is accessible to individuals with disabilities;
 - d. Developing strategies to improve coordination of services across one-stop partner programs to enhance service delivery and improve efficiencies (including but not limited to the design and implementation of common intake, data collection, performance measurement and reporting processes) with local input into such design and implementation.

3. Develop Quarterly Reports: In conjunction with CSP staff, the Operator will develop an appropriate mechanism to report on the progress and performance of the partnerships across the system to the Workforce Development Board through the Workforce Performance Council. The Council meets on the first Wednesday (August, November, February and May) of every quarter at 1:30 pm. Specific meeting information is posted on the CSP website, <https://www.careersourcepolk.com/about/boardroom/board-council-meeting-schedule-minutes-py-2021-2022/>

CareerSource Polk has been approved to provide and will continue to provide direct career services as defined within the WIOA at sec.134(c)(2) and shown below. As a result, this RFP's Scope of Work does not include the one-stop operator providing training services or providing any of the following career services:

- Eligibility determination
- Outreach, intake, orientation
- Initial assessment of skills and support service needs
- Labor exchange services (job search and placement assistance and career counseling) and services to businesses
- Referrals and coordination with other programs
- Providing Labor Market Information • Providing performance and program cost information of training Proposers
- Providing performance information on Local WDB in regard to accountability measures
- Providing information on the availability of and referral to support services, SNAP and TANF
- Providing information and assistance on filing claims for Reemployment Assistance
- Providing assistance in establishing eligibility for financial aid for programs not funded through WIOA
- Providing services in order to obtain and retain employment, such as comprehensive assessment, IEP development, group and individual counseling, career planning, short-term pre-vocational services, internship and work experience, work prep, financial literacy, out of area job search, ESOL.
- Providing follow-up services

Per WIOA, one-stop operators MAY NOT perform the following functions:

- convene system stakeholders to assist in the development of the local plan;
- prepare and submit local plans (as required under WIOA sec. 107);
- be responsible for oversight of itself;
- manage or significantly participate in the competitive selection process for one-stop operators;
- select or terminate one-stop operators, career service providers, and youth providers;
- negotiate local performance accountability measures; or
- develop and submit budgets for activities of the Local WDB in the Local Area.

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VI. PROPOSAL INSTRUCTIONS

A. Requirements For Responsiveness

To be considered responsive and eligible to be further reviewed and rated, proposals MUST be submitted following these instructions.

1. Proposals must be on 8.5 x 11-inch white paper, single-spaced using 12-point font, presented single-sided, pages numbered in consecutive order at the bottom. Proposal should be prepared simply and economically, providing a straightforward response to this RFP, with responses labeled and made in the same order as the categories of information requested.
2. Include IRS Determination Letter - Copy of Employer Identification Number (EIN) with registered name assignment and agency designation (as private, non-profit, for profit, public corporation) as granted by the U.S. Internal Revenue Service.
3. Deliver one (1) signed original reply, four (4) paper copies of the signed original, and one (1) electronic copy on a flash drive, to the location identified by the deadline specified in the Timetable of Events. *The original proposal must contain an original signature (preferably blue ink) and be clearly identified as the "original".

B. Outline Of Content Required In Proposal

Respond to all categories of information requested below with responses labeled and made in the same order as the categories of information requested.

1. **Proposal Cover Sheet and Required Attachments** (Certifications and Assurances, and IRS Determination Letter)
2. **Entity's Organizational Structure and Qualifications:**
 - a. Organizational Structure
 - b. Entity's name
 - c. Type of Entity - Corporation, partnership, sole proprietorship
 - d. Status as minority-owned, women-owned, or veteran-owned enterprise if applicable; include the Business Enterprise Certificate if applicable
 - e. Corporate parent, subsidiaries, and/or affiliates
 - f. List of current partners, principles, directors, officers
 - g. Location of main office and all other offices
 - h. Organizational chart showing size and positions
3. **Qualifications:**
 - a. Provide relevant entity history
 - b. List of recent assessments (within past 2 years) of nonprofit corporations, locally and in the state of Florida. If partners or other employees serve in an advisory capacity, please list such positions.
 - c. List of recent assessments (within past 2 years) involving workforce entities, locally and in the state of Florida. If partners or other employees serve in an advisory capacity, please list such positions.
 - d. Explain experience in conducting assessments of federal grant programs, including but not limited to WIOA, Wagner-Peyser, Veterans, TANF/SNAP.
 - e. Explain how your firm can provide continuity of staff.
 - f. Explain internal quality assurance practices and procedures.
4. **References:** CSP reserves the right to contact any person(s) or organization(s) who is familiar with the work of respondent to document the qualifications and successful experiences of respondent, as well as to solicit character references.

- a. Provide three (3) relevant references that can speak to the respondent’s prior experience and past performance in delivering similar services, preferably of similar size and purpose to our organization, and serviced by the same partner, manager and/or senior assigned staff as you propose for this RFP. Include Company Name, Address, Contact Name and Title, Telephone Number, Email, Description of Work, Service Dates, and approximate Contract Value.
 - b. Provide a list of clients, including brief description of work, service dates and approximate contract value, if applicable.
5. **Service Team’s Qualifications:**
- a. Identify proposed team members.
 - b. For each proposed team member, list qualifications in terms of overall experience, nonprofit or federal program assessment experience, and education. Resumes may be included.
6. **Scope of Work / Service Plan:**
- a. Memorandums of Understanding (MOUs)
 - b. Certification and Continuous Improvement of One-Stop Centers
 - c. Develop Annual Report(s)
7. **Price:**
- a. Propose a total price to perform the scope of work identified for one-stop operator services for July 1, 2021 through June 30, 2022.
 - b. Provide estimated cost for each of the three (3) subsequent years under this procurement.

C. Proposal Review Criteria

Factors to be considered in evaluating each responsive proposal will include the entity’s relevant experience and availability of staff with professional qualifications and technical abilities, the service plan detailed to meet the scope of work, and price.

Rating Summary: Points Available	Selection Criteria
0	1. Required Cover Sheet and Attachments
0-15	2. Entity’s Organizational Structure and Qualifications
0-15	3. Service Team’s Qualifications
0-40	4. Scope of Work (Service Plan)
0-30	5. Price
100 TOTAL	

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VII. SELECTION PROCESS

All prospective proposers are prohibited from contacting any CSP board member, committee member or staff, **other than the contact person identified on the cover 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.

The following conditions are applicable to all proposals:

- All proposals are subject to negotiation with CSP.
- Non-conforming proposals may be considered non-responsive and subject to no further review.
- CSP reserves the right to request additional information for clarification from proposers, or to allow correction of errors or omissions.
- CSP reserves the right to reject all proposals completely or in part, and to accept any proposal that is deemed most favorable to CSP at the time and under the conditions stipulated in the specifications of this request.
- CSP reserves the right to retain all proposals submitted; CSP will not return proposals. All proposals become the property of CSP and a matter public record available for inspection to any interested parties.

A. Review and Award

1. CSP may act to award an agreement under this solicitation based solely on a proposal as submitted. Therefore, proposals should describe all aspects of services proposed in the most favorable terms from both a price and a technical standpoint. CSP reserves the right to request additional data in support of the proposal and/or to request that the proposer make a presentation about its proposal. All successful proposers may be required to participate in negotiations and submit any financial and/or other technical revisions to the proposal prior to final award of an agreement. Furthermore, CSP reserves the right to reject any proposal submitted and/or to negotiate with all qualified sources. Receipt of a proposal does not commit CSP to authorize negotiations of an agreement, to pay any of the costs associated with preparation of the proposal, to reimburse a proposer for any costs incurred prior to the signing of an agreement, or to procure the requested professional services.
2. Award will be based on the review and rating of proposals received. A team of senior Board staff following the format outlined within this RFP will complete the initial review for responsiveness. Responsive proposals will be forwarded to the RFP Review Committee, which will meet on the date/time as indicated on the Timetable of Events. Their recommendation will be presented to the CSP Executive Committee, and upon approval, the recommendation will be presented to the Board of Directors on the date/time as indicated on the Timetable of Events.
3. The Board of Directors will decide to accept, reject, or accept with modifications the recommendation of the RFP Review Committee.
4. The approval of a proposal does not provide approval for any proposed cost, term, and/or condition.
5. Final award of an agreement is contingent upon successful negotiation of an agreement, and acceptance by the respondent of the agreement terms and conditions.

B. Negotiations

The negotiations will involve the full review of services sought and the fees to be charged based on the proposal submitted. If successful, these negotiations will culminate in an agreement. If these negotiations prove to be unsuccessful, negotiations may be entered into with the second selected firm and so forth until an approved firm enters into an agreement.

C. Agreement

1. The respondent selected under this solicitation will enter into an agreement with CSP for one-stop operator services. The agreement will specify the duties of the parties and the terms of the engagement for the Program/Fiscal Year July 1, 2022 through June 30, 2023.
2. CSP shall have the option, in its sole and absolute discretion, to negotiate annual contracts for up to three (3) additional one-year periods beyond the completion of the first year, provided quality services are delivered and funding is available.
3. Payment for one-stop operator services will be specified in the agreement.
4. Due to the nature of the funding source, potential changes in legislation and policies, proposers are advised that any contract awarded under this RFP may be modified to incorporate such changes. In addition to any other remedies or rights it may have by law, CSP will include the right to terminate the contract without penalty.

D. Protest Procedures

1. Unsuccessful proposers will be notified in writing within 30 days of the decision.
2. Proposers who are not awarded contracts may appeal the contract awarding process within a 10-day period of the notification by submitting a written protest to the President/CEO of CareerSource Polk that clearly states the reason for the appeal.
3. The President/CEO will review the protest and compare it to the CSP established procurement/evaluation procedures to decide on appropriate action.
4. If it is determined that the action taken in awarding the contract was appropriate and justifiable, the President/CEO will notify the protester of the decision to deny the appeal within a 10-day period.
5. If it is determined that the letting of the contract was not in compliance with established procedures, or that other oversights were involved, the President/CEO will notify the protester, and the proposal process will be reinitialized. Appropriate measures will be taken to ensure that established procedures will be followed and contracts will be let in compliance with those procedures and all applicable law.
6. In cases where the protester is not satisfied with the President/CEO's determination, the protester must notify the President/CEO in writing within a 10-day period of the determination. The Executive Committee may serve as the Appeals Board, and will follow the procedures outlined above. The Executive Committee will review the case and make a final determination. The President/CEO or Executive Committee will hear no further appeals.

VIII. ATTACHMENTS

Required Attachments - provided by CSP to be completed by respondents:

- Proposal Cover Sheet
- General Provisions and Assurances

Additional Required Attachment – provided by respondents:

- IRS Determination Letter - Copy of Employer Identification Number (EIN) with registered name assignment and agency designation (as private, non-profit, for profit, public corporation) as granted by the U.S. Internal Revenue Service.

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IX. PROPOSAL COVER SHEET

PROPOSAL COVER SHEET

Entity Name: _____
Entity Physical Address: _____
Entity Mailing Address: _____
Phone Number: _____
Email Address: _____
FEID#: _____
Type Of Entity: _____

PROPOSER CONTACTS: Please provide the name, title, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted as may be appropriate regarding the solicitation schedule.

Primary Contact: _____
Name: _____
Title: _____
Phone Number: _____
Email Address: _____

Secondary Contact: _____
Name: _____
Title: _____
Phone Number: _____
Email Address: _____

I certify that this proposal is submitted in accordance with the provisions and conditions outlined in the RFP, that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the price/fees have been determined independently, without consultation, communication, or agreement with any other proposer or with any other competitor for the purpose of restricting competition as to any matter relating to such fees; and no attempt has been made or will be made by the proposer to induce any other person or agency to submit or not submit a proposal for the purpose of limiting or restricting competition.

***Must be signed by individual with the authority to bind the entity.**

*Print Name and Title of Authorized Representative

*Signature of Authorized Representative

Date

X. GENERAL PROVISIONS AND ASSURANCES

The Polk County Workforce Development Board, Inc., dba CareerSource Polk, will not award a grant where the Proposer has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this agreement, the Proposer hereby certifies and assures that it will fully comply with the following:

By signing the agreement, the Proposer is providing the assurances and certifications as detailed below:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Proposer and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Proposer agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Proposer will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Proposer certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from CareerSource under Title I of the WIOA, Proposer assures that it will comply fully with the following:

- a. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination based on disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination based on sex in educational programs.
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination based on age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act (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 financially assisted program or activity.

- g. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The Proposer agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Proposer and its subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- i. Proposer 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 grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements, Proposer makes to carry out the WIOA Title I-financially assisted program or activity. Proposer understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Proposer shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Proposer shall report any violation of the above to the contract manager. Energy Efficiency: The Proposer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Proposer will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Proposer will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Proposer shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Proposer must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Proposer shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Proposer shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as

they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the CareerSource. No release of information by Proposer, if Federal or State law requires such release, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CareerSource Polk, State of Florida, and the U.S. Department of Labor, shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

8. MONITORING

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Proposer shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Proposer's expense, at reasonable locations as determined by CareerSource. Proposer shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Proposer agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Proposer shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Proposer shall comply with subsection 287.133 (2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Proposer, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Proposer list.

11. THE PRO-CHILDREN ACT

Proposer agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- b. CareerSource Polk may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. CareerSource Polk may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Proposer fails to provide any of the services it has contracted to provide; or
 - ii. Proposer fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CareerSource Polk.
- d. Written notification of termination must be by registered mail, return receipt requested.

If Proposer disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Polk, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Proposer shall be liable to CareerSource Polk for damages sustained for any breach of this modified agreement by the Proposer, including court costs and attorney fees, when cause is attributable to the Proposer.

In instances where Proposers/sub grantees violate or breach modified agreement terms, CareerSource Polk will use all administrative, contractual, or legal remedies allowed by law to provide for such sanctions and penalties as may be appropriate.

Proposer

Name and Title of Authorized Representative

Signature Date