



careersourcerc.com

May 11, 2022

Dear Provider:

The Workforce Development Board of Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) is seeking proposals for a One-Stop Operator in accordance with the Workforce Innovation and Opportunity Act (WIOA) sec. 121 (d) (2) (a), which requires the Local Workforce Development Board (LWDB) to competitively select a “one-stop operator” to support the implementation of services with the career center system locally. The One-Stop Operator may be a single entity or multiple entities working together to form a consortium operator.

Instructions for submitting proposals are included in the Request for Proposal (RFP). The RFP may be accessed through the CSRC’s website at <https://careersourcerc.com/rfp-22-001-oso-one-stop-operator/> or a copy may be picked up at the Board’s Administrative Offices at 584 NW University Blvd., Suite 100, Port St. Lucie between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Provider(s) must complete the RFP package as instructed and submit it by **4:30 p.m. on Friday, May 27, 2022**. All questions must be submitted via the CSRC website <https://careersourcerc.com/rfp-22-001-oso-one-stop-operator/> by May 20, 2022. Answers to all questions received will be posted to the webpage.

This request is for the purpose of contracting with a One Stop Operator. The One-Stop Operator’s major function, in a consultant role, will be the coordination of the service delivery among the required One-Stop Partners and their programs. Responses to this RFP are to be used to determine the best-qualified proposer and will be the basis for negotiating a contract. The contract, if awarded, will be a term of four (4) years as a one (1) year contract to be renewed annually based upon performance. Renewal will be the option of CSRC and its Board of Directors.

This request for proposal does not obligate the Board to award a contract, or contracts, nor will the Board pay any costs incurred in the preparation of proposals. The Board reserves the right to accept or reject any or all proposals received.

We look forward to hearing from you.

Sincerely,

Tracey McMorris
Vice President/COO

Administrative Office
584 NW University Boulevard, Suite 100 | Port Saint Lucie, FL 34986
p: 866.482.4473 | f: 866.314.6580





Request for Proposal

For

ONE-STOP OPERATOR

RFP #22-001-OSO

Date Issued: May 11, 2022

DEADLINE FOR SUBMISSION: May 27, 2022 at 4:30 pm

Responses should be directed to:

**Tracey McMorris, Vice-President/COO
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986
(866) 482-4473**

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GENERAL INFORMATION

A. BACKGROUND AND GENERAL INFORMATION OF CAREERSOURCE RESEARCH COAST

The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) is a not-for-profit corporation organized under the laws of the State of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501(c)(3). CSRC is chartered by the State of Florida to create and manage a workforce development service delivery system responsive to the needs of businesses and jobseekers and has been certified by the Governor as a Local Workforce Development Area for the purposes of implementing programs authorized by the federal Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), Wagner Peyser and related enabling legislation. CSRC is the grant recipient and administrative entity for these funding sources under a Memorandum of Understanding with the local elected officials. Our principle function is the provision of, oversight of, and policy guidance to, the workforce development system in the three counties of Indian River, Martin and St. Lucie Counties.

To service these three counties of our local area, thousands of local job seekers and businesses receive employment and training services through four (4) Career Center operations located in each of the counties. This includes one comprehensive Career Center located at 584 NW University Blvd., Suite 300, Port St. Lucie, FL 34986. The Career Centers are “one-stop” access points for the programs and services available through the system. Additional information about these programs and services may be found at CSRC’s website at www.careersourcerc.com.

B. BACKGROUND OF LEGISLATION FOR THE PURPOSE OF THIS RFP

The Workforce Innovation and Opportunity Act (WIOA) sets forth a vision for the workforce development system to operate as a comprehensive, integrated, streamlined system that aligns with the needs of business and is a force in helping stimulate local economies. 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 programs and funding streams already integrated and delivered through CSRC’s Career Centers are as follows:

- WIOA Title 1 Adult, Dislocated Worker and Youth Programs
- Wagner-Peyser Employment Services
- Local Veterans’ Employment Programs
- Disabled Veterans’ Outreach Programs
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- Welfare Programs
- Migrant and Seasonal Farmworker Programs

Other mandated partners are as follows:

- Family Literacy and Adult Education Act
- Vocational Rehabilitation
- Career and Technical Education
- Community Services Block Grant
- Second Chance Act
- Department of Housing and Urban Development

Inclusive in the requirements under WIOA is the necessity to competitively select a “one-stop operator” to support the implementation of services with the career center system locally. Therefore, local workforce development boards are required to define the role of a One-Stop Operator and competitively procure the entity or entities as set forth in sec. 121 (d) (2) (a) of WIOA. The One-Stop Operator may be a single entity or multiple entities working together to form a consortium operator. The Operator may be for profit, non-profit, private or public. CSRC, per 20 CFR § 678.620 requires, at a minimum, that the One-stop Operator must coordinate the service delivery of the required one-stop partners and service providers.

C. SCOPE OF WORK/ROLE OF THE ONE STOP OPERATOR

The One-Stop Operator’s, in a consultant role, major function will be the coordination of the service delivery among the required One-Stop Partners (as described in Section B of this RFP) and their programs. The One-Stop Operator will be responsible to navigate between the One-Stop Partners to ensure there is coordination of service delivery for employers and job seekers within the CSRC 20 One-Stop System. The One-Stop Operator will be responsible to:

1. Understand the mission, vision, and service delivery requirements of the required one-stop partners to better strategically align with CSRC priorities and services.
2. Review, update, and track all Memorandum of Understandings (MOUs) and Infrastructure Agreements (IFAs) to maintain compliance.
3. The One-Stop Operator will be responsible for monitoring the infrastructure cost responsibilities of the required partners to provide for the maintenance of the Comprehensive One-Stop Career Center as outlined in the Quarterly Cost Reconciliation and Allocation Base Section of the Infrastructure Agreement.
4. Work with CSRC designated staff to support building relationships with the required partners of the designated Comprehensive One-Stop Career Center and track implementation of the activities and services as outlined in the MOUs.
5. Assure the local One-Stop System has at least one comprehensive One-Stop Career Center that meets the required certification criteria and is compliant with State and Federal Regulations.
6. Facilitate agreement and support the development of a mutual client assessment and referral process; an agreed upon data sharing process; and a mechanism to capture performance between all partners.
7. Provide oversight and ongoing communication with the required partners to ensure referrals and related data sharing are followed through on a timely basis
8. Review relevant information provided by the state, federal government and the required One-Stop partners to monitor the CSRC One-Stop System’s compliance and performance.
9. Coordinate and convene quarterly meetings with all designated partners and CSRC to share information, discuss strategies to positively impact employment outcomes for shared clients, and problem-solve collaboration issues.
10. Conduct, at a minimum, six site visits of the Comprehensive One-Stop Career Center during each Program Year, July 1st through June 30th. These visits will include interviews with CSRC Management as well as the representatives of the required partner agencies.
11. Identify and recommend practices that encourage the designated Comprehensive One-Stop Career Center partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment, training, and education services.

12. Manage, track, and oversee a customer satisfaction initiative for the services provided through the CSRC Career Center System. Customer satisfaction reports are to be generated on an agreed upon schedule. The One-Stop Operator will be responsible for reviewing customer comments, identifying trend data and making continuous improvement recommendations to the CSRC Management team.
13. Submit written, quarterly reports to the CareerSource Research Coast Board of Directors. The reports should include:
 - A detail of the duties performed by the One-Stop Operator during the quarter
 - Observations made regarding the collaboration between the required One-Stop System Partners
 - Recommendations to improve the One-Stop partner's integrated service delivery to customers
 - The identification of best practices

D. WHO MAY APPLY

Eligible proposers must meet one of the following criteria:

- The One-Stop Operator must be a single entity or multiple entities working together to form a consortium. If the consortium is comprised of One Stop Career Center partners, it must include a minimum of three (3) One Stop Career Center partners in 20 CFR 678.400.
- A public, private, for-profit or non-profit organization.
- An institution of higher education.
- A government agency.
- A community based, non-profit organization.

E. ONE-STOP OPERATOR QUALIFICATIONS

CSRC seeks a Respondent entity that meets the following qualifications:

- Possess a strong business acumen and professional presence.
- Ability to work with various demographics in the three-county area, specifically Martin, St. Lucie and Indian River Counties.
- An understanding of the Workforce Innovation and Opportunity Act. Similarly, a general understanding of the local workforce system and its stakeholders is preferred.
- Has contracted to provide services similar in nature and complexity, with at least one organization, within the past three (3) years.
- Ability to work closely with CSRC Administrative staff to monitor the system's strategic objectives and make recommendations for system continuous improvements.
- Be licensed to conduct business in the State of Florida.

F. CONTRACT TERM

Responses to this RFP are to be used to determine the best-qualified proposer and will be the basis for negotiating a contract. The contract, if awarded, will be a term of four (4) years as a one (1) year contract to be renewed annually based upon performance. Renewal will be the option of CSRC and its Board of Directors.

G. FUNDING

CSRC has approved funding in the amount not to exceed \$35,000, per year, with an estimated total hours for the project not to exceed 1,040. The proposer is responsible for providing a reasonable and fair cost for services. CSRC reserves the right to negotiate amounts based on the entity's experience, ability to begin the project and understanding of the initiative.

H. ADDITIONAL INFORMATION

Additional information on CSRC, workforce development, legislation and programming, can be found at the following sources:

- CareerSource Florida - <http://careersourceflorida.com/>
- CareerSource Florida Administrative Policy 097 – One-Stop Operator Procurement - [CSFL AP 097](#)
- Florida Department of Economic Opportunity - <http://www.floridajobs.org/>
- CareerSource Research Coast - <http://www.careersourcerc.com/>
- U.S. Department of Labor Employment and Training Administration - <https://www.doleta.gov/WIOA/FactSheet.cfm>
- Uniform Guidance, 2 CFR, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

I. GENERAL PROPOSAL INSTRUCTIONS

Proposers are advised to read this entire RFP before preparing and submitting a proposal. Proposals which do not follow the format, do not include all the minimum requirements specified in this RFP or are not submitted by the due date will not be considered for funding.

CSRC will provide clarifying information about this request only. They are not available for technical assistance or advice. All questions regarding the RFP must be submitted via the CSRC website at <https://careersourcerc.com/rfp-22-001-oso-one-stop-operator/>. Questions must be submitted by **May 20, 2022**. Answers to all questions received will be posted to the webpage within 48 business hours. This is a competitive procurement. Employees will not provide any information from other proposers/proposals or other costs associated with similar or like projects, either current or in the past.

Proposals and modifications thereof are to be enclosed in sealed envelopes and addressed to:

**Tracey McMorris, Vice President/COO
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986**

Please show the solicitation number **RFP #22-001-OSO** and the name and address of the proposer on the front of the envelope. **Proposals are to be received in CSRC's administrative office (address above) no later than 4:30 p.m. EST on Wednesday, May 27, 2022.** All proposals will be date stamped as of the date and time received.

Proposals may be modified or withdrawn by written notice. Modifications must be received at the above address prior to the date specified for receipt of proposals. No modifications will be accepted after the date and time noted above. Withdrawals will be accepted any time prior to execution of a contract.

All proposals must conform to the proposal format described below in this document and contain all the requested information and attachments **including three (3) references.**

One (1) copy bearing original signatures, where required, in **blue** ink and two (2) copies of the proposal and one (1) electronic copy on company letterhead must be emailed to proposals@careersourcerc.com before 4:30 p.m. EST on May 27, 2022.

Proposers are encouraged to keep proposals concise and to the point. Elaborate brochures are not wanted. The proposal and all attachments are to be standard size (8 1/2 x 11).

CSRC will furnish no material, labor or facilities for either development of a proposal or completion of the desired project unless otherwise provided for in this RFP.

J. PROPOSAL FORMAT

Proposals in response to this RFP shall adhere to the format outlined below:

1. Cover Letter: A cover letter with the RFP solicitation number and subject that includes a statement that the entity understands the scope of work/role of the One-Stop Operator and a total price quote to perform the work identified for the period of July 1, 2022 through June 30, 2023. The name of the entity, local address, phone number, fax number/e-mail address and name of the contact person should also be included.
2. Proposal Narrative: A narrative of not more than three (3) pages that outlines the following information: a) the entity's understanding and experience in workforce development, the local workforce system and of WIOA; b) overview of the entity's previous experience facilitating stakeholder groups to common goals/objectives; c) explanation of the approach to providing each of the One-Stop Operator responsibilities (refer to section C of this RFP) and d) other information, experience, deemed relevant to this proposal.
3. License Information: Provide a copy of your State of Florida business license.
4. Budget Information: Provide a total cost for the delivery of the services described in the Scope of Work, Section C of this RFP, as well as budget detail by line item.
5. Completed Relationship Disclosure Form: (Attachment C)
6. List of and Contact Information of Three (3) References
7. Signed Sub-Recipient General Provisions, Certifications and Assurances: (Attachment F)

K. SOLICITATION TIMELINES

Mailing/advertising of RFP	May 10, 2022
Final date for questions related to RFP	May 20, 2022
Proposals Due	May 27, 2022, by 4:30 p.m.
Technical Review	May 30, 2022
Rating Team Review	June 6, 2022
CareerSource Research Coast's Approval/Contract Award	June 29, 2022
Contract Execution begins	July 1, 2022

L. PROPOSAL SUBMISSION

1. PROPOSAL DEADLINE

- a. The Proposer must submit one (1) original and two (2) copies of the proposal, plus attachments (Cover Letter, Proposal Narrative, Completed Relationship Disclosure Form, List of three (3) references and Proposer's Acceptance of General Provisions, Assurances and Certifications) to CSRC no later than 4:30 p.m. EST on Wednesday, May 27, 2022, in order to be considered. **Proposals delivered after the time specified will not be considered.** Changes, modifications or additions cannot be made to a proposal after the submission date.

Proposals must also be emailed to proposals@careersourcerc.com before 4:30 p.m. EST on May 27, 2022.

2. INQUIRIES

- a. Inquiries concerning the RFP should be directed to <https://careersourcerc.com/rfp-22-001-oso-one-stop-operator/>. All requests must be submitted via the CRSC website.

3. CONDITIONS OF PROPOSAL

- a. The following conditions are applicable to all proposals:
- b. CSRC reserves the right to reject any and all proposals, in whole or in part, and to accept any proposal that is deemed most favorable to CSRC at the time and under the conditions stipulated in this RFP.
- c. Non-conforming proposals will be considered non-responsive and are subject to return without review; however, CSRC reserves the right to waive informalities and minor irregularities in the proposals received.
- d. CSRC reserves the right to request additional information from proposers for clarification or to allow corrections of errors or omissions, if in the best interest of CSRC and its Board of Directors.
- e. All proposals are subject to negotiation by CSRC.

- f. CSRC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the entity of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSRC and the entity selected.
- g. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by CSRC. The Proposer must, at their own expense, obtain all necessary permits and pay all licenses, fees, insurances and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the proposed contract.

4. INITIAL TECHNICAL REVIEW

All timely proposals received will be reviewed by CSRC's employees to determine if they are responsive and if the proposals are eligible for further consideration. Proposals may be judged nonresponsive and removed from further consideration if the proposal is not received timely in accordance with the terms of this RFP; does not follow the specified format; does not include the required certifications; and is not adequate to form a judgment by the reviewers that the proposal meets the needs of CSRC and the intent of this RFP.

5. REVIEW BY RFP REVIEW TEAM

An RFP Review Team consisting of members of CSRC's Board of Directors and employees will be organized to review and rate proposals. This team will review proposals successfully passing the initial technical review. Proposals will be evaluated using a point system. (See Attachment H - Rating Sheet for RFP #22-001-OSO). The Team will review and discuss their evaluations of all proposals, combine the individual scores and arrive at a composite technical score for each proposal. These scores will be used to determine the most advantageous contract award for CSRC.

6. SMALL AND/OR MINORITY-OWNED BUSINESSES

Efforts will be made by CSRC to utilize local small business, minority, veteran or women-owned businesses. A Proposer qualifies as a small business firm if it meets the definition of "Small Business" as established by the Small Business Administration (13 CFR 21.3-8) by having average annual receipts for the last three fiscal years of less than four million dollars.

7. PROPOSAL ACCEPTANCE/PROTEST

This request for proposal does not obligate CSRC to award a contract. CSRC reserves the right to accept or reject any or all proposals received. The contract, if awarded, will be for four (4) years with a one (1) year contract to be renewed annually based upon performance.

Any award resulting from this request will be based on the entity's stability and experience related to this RFP, the entity's ability to handle the tasks noted in this RFP and the entity's cost.

CSRC reserves the right to waive informalities and minor irregularities in offers received.

Before a contract is offered, the Proposer must submit the required certifications provided in this packet. **If you are unable to provide this information, please do not submit a proposal.**

CSRC may award a contract based on initial proposals received without negotiation of such proposals. Therefore, each initial proposal should be submitted on the most favorable price and technical terms. CSRC reserves the right to request additional information, oral discussion or presentation in support of written proposals.

If an award is made, the contract will be a cost-reimbursement contract, as needed. Services will be implemented only upon notification from CSRC. Payment for services rendered will be made only when costs have been incurred and documentation of all costs are received and verified.

All Proposers have the right to protest the award. Parties wishing to protest a contract award may submit their objections in writing within 10 days of the award date to the President/CEO of CSRC who will provide the information to CSRC's Executive Committee. This committee will investigate the complaint and issue a written finding and resolution to the protesting party within 45 days of the receipt of the complaint.

This protest procedure provides recourse to Proposers who believe that their proposal did not receive proper consideration. Proposers entering a protest should be prepared to document specific factors that put the aggrieved Proposer at a competitive disadvantage and/or document violations of specific sections of state or federal regulations, CareerSource Florida, Inc., and the procedures set forth by this RFP. CSRC reserves the right to refuse to consider an appeal that does not identify specific procedural shortcomings.

M. NEGOTIATIONS

A contract will be negotiated with the first ranked Proposer, and if negotiations are successful, that Proposer will be recommended to CSRC Board of Directors for award. In the event negotiations are not successful, negotiations with that Proposer will be terminated and negotiations begun with the second ranked Proposer and so forth until negotiations are successfully completed to the satisfaction of CSRC or until all acceptable proposals have been rejected.

N. NOTIFICATION OF AWARD

Upon conclusion of final negotiations with the successful Proposer, all Proposers will be notified in writing of their status. The final award decision will be made no later than April 27, 2022. Contract negotiations may commence any time following that date and are to be completed by Friday May 13, 2022 with an execution date of contract to begin July 1, 2022.

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ATTACHMENT A

CAREERSOURCE RESEARCH COAST COMPETITIVELY PROCURED SERVICE PROVIDERS & VENDORS

James Moore, CPA & Consultants

121 Executive Circle
Daytona Beach, FL 32114-1180

Manpower

11211 Prosperity Farms Road, Suite C-210
Palm Beach Gardens, FL 33410

Taylor, Hall, Miller, Parker, P.A.

225 East Robinson Street, Suite 455
Orlando, FL 32801

Eckerd Connects, Inc.

100 North Starcrest Drive
Clearwater, FL 33765

ATTACHMENT B

CAREERSOURCE RESEARCH COAST LDWB20 WORKFORCE BOARD MEMBERS

1. Werner Bols, President, Bols Construction
2. Jim Brann, President, The Porch Factory
3. Pamela Burchell, Director of Human Resources, Indian River Medical Center
4. Jose Capellan Veteran Services Manager, St. Lucie County Veteran Services
5. Helene Caseltine, Director of Economic Development, Indian River County Chamber of Commerce
6. Robert Cenk, Vice President, Homecrete Homes, Inc.
7. David Freeland, President, St. Lucie County CTA/CU
8. Wayne Gent, Superintendent, St. Lucie Public Schools
9. Jill Hanson, Director of Sales, Staybridge Suites
10. Lawrence Hawes, General Manager, Airburners, Inc.
11. Pamela Houghten, Chief Financial Officer, Houghten Biomedical Sciences, LLC
12. Leslie Kristof, President, Keiser University
13. Jeannie McCall, Director of Human Resources, Sandhill Cove Retirement Living
14. Dr. John Millay, Superintendent, Martin County School Board
15. Chris Dzadovsky, Commissioner, St. Lucie County Board of County Commissioners
16. Dr. David Moore, Superintendent, School District of Indian River County
17. Terrance Moore, CEO, Moore Solutions, Inc.
18. Dr. Timothy Moore, President, Indian River State College
19. Wayne Olson, VR Area Director, Vocational Rehabilitation
20. Debbie Perez, Senior Dir. Total Rewards & Talent Acquisition of Florida, Cleveland Clinic Martin Health Systems
21. Pete Tesch, Executive Director, St. Lucie County Economic Development Council

22. Angella Williams, VP of Human Resources, Treasure Coast Hospice

23. Maddie Williams, Executive Director, Treasure Coast Builder's Association

**CAREERSOURCE RESEARCH COAST, LWDB20,
TREASURE COAST WORKFORCE CONSORTIUM MEMBERS**

- | | |
|---------------------------------------|---------------------|
| 1. Susan Adams, Commissioner | Indian River County |
| 2. Doug Smith, Commissioner | Martin County |
| 3. Sean Mitchell, Commissioner | St. Lucie County |



RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by CareerSource Research Coast.

Part I: Information on Proposer

Legal Name of Proposer: _____

Business Address: _____

Phone Number: _____ Fax Number: _____

Part II:

Is Proposer a relative of any CareerSource Research Coast principal? Yes No

Is any CareerSource Research Coast principal an employee of proposer? Yes No

Is Proposer an employee of any CareerSource Research Coast principal? Yes No

Is Proposer a business associate of any CareerSource Research Coast principal? Yes No

If you responded "Yes" to any of the above questions, please state with whom and explain the relationship (use additional sheets if necessary): _____

Part III: Original Signature Required

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date of which CareerSource Research Coast awards a contract for youth services. In accordance with s.837.06 Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s.775.082 or s.775.083, Florida Statutes.

Printed Name/Title of Person Completing Form

Signature

Date

ATTACHMENT D

WORKER'S COMPENSATION RELEASE

This unconditional release, waiver and hold harmless agreement is given by the undersigned to the Workforce Development Board of the Treasure Coast, as a specific condition of the undersigned performing work for the Workforce Development Board of the Treasure Coast as an independent Contractor. It is the intent of the undersigned that the Workforce Development Board of the Treasure Coast rely on the statements made herein as being true, correct and all representations are predicated on the personal information and knowledge of the undersigned.

1. The undersigned is retained by the Workforce Development Board of the Treasure Coast, as an independent Contractor as that term applies in the State of Florida and as interpreted by the Internal Revenue Code, as amended. The undersigned is in no way connected with, an employee of, or otherwise related to the Workforce Development Board of the Treasure Coast, in any manner except by and through an independent Contractor relationship.
2. The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the Workforce Development Board of the Treasure Coast shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.
3. The undersigned for him/herself, his/her heirs, successors, assigns, employees, agents, subcontractors, employees of subcontractors and all of their successors, heirs, assigns and agents, warrants that no one shall file a claim for Worker's Compensation benefits by, through or against the Workforce Development Board of the Treasure Coast for which the Contractor has been engaged through a contract to perform services.
4. The undersigned hereby agrees to indemnify, defend, save and hold harmless, the Workforce Development Board of the Treasure Coast from any and all liability of any nature whatsoever, without limitation, arising out of any Worker's Compensation claim filed by the undersigned, its employees, agents, heirs, successors, subcontractors, or the agents, employees, heirs or successors of such subcontractors and employees. This hold harmless agreement shall include, but not be limited to, the cost of judgment, settlement, investigation, attorney's fees, court costs and the like. It is specifically intended that this hold harmless agreement be broad in scope and without limitation, such that Workforce Development Board of the Treasure Coast is protected to the greatest extent allowed by law from any such claims.
5. The undersigned, for him/herself, his/her agents, employees, heirs, successors, assigns, subcontractors and the employee's, agents, successors or assigned of such subcontractors and employees hereby releases the Workforce Development Board of the Treasure Coast from any and all claims for Worker's Compensation Liability, or any other liability arising out of any injury on the job, without limitation or reservation.
6. This waiver, release and hold harmless agreement is given by the undersigned to the Workforce Development Board of the Treasure Coast in contemplation of, and for the specific purpose of, releasing the Workforce Development Board of the Treasure Coast from any and all liability of any nature whatsoever resulting from injuries on the job, or work related injuries, or worker's compensation claims under the laws from the State of Florida as same may exist from time to time. It is specifically understood that the Workforce Development Board of the Treasure Coast shall have no such liability, and further that the undersigned is fully accepting, all such responsibility and liability.
7. This agreement is given freely, voluntarily, knowingly and intentionally by the undersigned without the exercise of force, coercion or undue influence by the Workforce Development Board of the Treasure Coast or any of its agents, employees, officers or any other person acting for, or on behalf of the Workforce Development Board of the Treasure Coast. The undersigned knows and understands the intent of this agreement and is aware of the legal implications of the same, and has had the advice of counsel, or alternatively has waived the advice of counsel and is proceeding notwithstanding same.

8. This agreement shall be construed in accordance with the laws of the State of Florida as may exist from time to time. The parties hereto agree to venue and jurisdiction in the courts of St. Lucie County, Florida for the resolution of all disputes connected hereto. In any event of any litigation to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover actual attorney's fees and costs.
9. The foregoing terms and conditions constitute the entire agreement by and between the parties hereto. Any representations not contained herein shall be of no force or effect and shall be null and void.
10. In the event a court of competent jurisdiction shall determine any term or condition to be illegal, or otherwise unenforceable, the remaining terms and conditions of this agreement shall be given full force and effect to the greatest extent possible to carry out the stated intent of the parties.

Contractor

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT E

PROPOSER CONTRACT CERTIFICATIONS

On behalf of the Proposer:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Proposer.
- B. The individual signing certifies that the Proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Proposer.
- C. The individual signing certifies that he/she has read and understands all the information in this agreement, including the information on the programs/grants/contracts/regulations and laws. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the contract.
- D. The individual signing certifies that the Proposer and any individuals to be assigned to the agreement do not have a record of substandard work or found in violation of any state standards. If the Proposer or any individual to be assigned to the agreement has been found in violation of any state or professional standards at any time, this information must be disclosed.
- E. The individual signing certifies that the Proposer and any individuals to be assigned to the agreement have not been disbarred or suspended under Federal or State rulings from participating in receipt of funds under the agreement. The individual signing must also certify that the organization will not enter into contracts with subcontractors who are debarred or suspended from these transactions, nor are they presently retained by any of the Board's current service providers.
- F. The individual signing certifies that the Proposer will not use contract funds to lobby and will freely sign the attached Byrd Anti-Lobbying Certification (**Attachment F**).
- G. The individual signing certifies that the Proposer carries Worker's Compensation coverage for its employees and will freely sign the attached Worker's Compensation Release form (**Attachment D**).
- H. The individual signing certifies as to the Proposer's Federal Employer's Identification Number (FEIN) and will provide the number to CSRC's Financial Department.
- I. The individual signing certifies that the Proposer is bound by federal, state, or local affirmative action/EEO rules and that it has filed all required EEO reports to cognizant government agencies.
- J. The individual signing certifies that if there is a subcontract or partnership effort it must be fully explained and that signed certifications will be required by the Board from the principals of all firms.
- K. The individual signing certifies that the Proposer will comply with requirements of the Workforce Development Board of the Treasure Coast /dba CSRC's General Provisions & Assurances (**Attachment F**).

Proposer

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT F

GENERAL PROVISIONS AND ASSURANCES

This attachment is part of the Subrecipient agreement held between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) and Subrecipient for described in the Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Subrecipient with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, 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: Subrecipient agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Subrecipient 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

Subrecipient 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 to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation & Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States based on 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 WIA Title I- Financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities; and

The Subrecipient also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

For contracts more than \$10,000, the Subrecipient will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and supplemented on Department of Labor regulations at 41 CFR Chapter 60.

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 more than \$100,000, Subrecipient 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 Subrecipient shall report any violation of the above to the contract manager. **Energy Efficiency:** The Subrecipient 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).

Subrecipient 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 Subrecipient 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

Subrecipient 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 more than \$100,000, Subrecipient must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Subrecipient shall maintain the confidentiality of any information, regarding CSRC 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. Subrecipient shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSRC for purposes related to the performance or evaluation of the Agreement may be divulged to

CSRC 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 CSRC. No release of information by Subrecipient, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSRC, 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 CSRC, 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, Subrecipient 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 Subrecipient expense, at reasonable locations as determined by CSRC. Subrecipient shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CSRC.

9. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
- b. CSRC 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. CSRC may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Subrecipient fails to provide any of the services it has contracted to provide; or
 - ii. Subrecipient fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CSRC.
- d. Written notification of termination must be by registered mail, return receipt requested.

If Subrecipient disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CSRC Executive Committee, 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, Subrecipient shall be liable to CSRC for damages sustained for any breach of this modified agreement by the Subrecipient, including court costs and attorney fees, when cause is attributable to the Subrecipient.

In instances where Subrecipient violates or breaches modified agreement terms, CSRC will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

10. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Subrecipient 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, Subrecipient 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.

11. PUBLIC ENTITY CRIMES

Subrecipient shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Lessor 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 Lessor, supplier, sub-Lessor 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 287.0t7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Lessor list.

12. THE PRO-CHILDREN ACT

Subrecipient 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.

13. PROCUREMENT OF RECOVERED MATERIALS

Subrecipient agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

Subrecipient Name: _____

Authorized Representative
Printed Name & Title: _____

Authorized Representative
Signed Name & Title: _____ Date: _____

ATTACHMENT G

INITIAL TECHNICAL REVIEW – ONE-STOP OPERATOR RFP #22-001-OSO

PROPOSER: _____

Did the proposal meet all of the following criteria? If not, the proposal may not be submitted for further review.

- Proposal met due date and time: Yes No
- Proposal included one original, two copies and an electronic version? Yes No
- Original proposal contains representative signature(s) in blue ink? Yes No
- Proposal was submitted in proper format? Yes No
- Proposer included three (3) current references? Yes No
- Proposer provided a fee schedule as requested? Yes No
- Proposer indicated a financial relationship with CSRC Board of Directors, the Consortium and the relationship is a conflict of interest? Yes No

Employees Review Results:

- Proposer has previously provided services to CSRC or other similar government funded programs? Yes No
- If yes, employees will prepare a statement to indicate past program performance, cost, and note any outstanding issues. All outstanding issues must be resolved prior to consideration of a new contract. Yes No
- References were contacted by CSRC's employees and the information indicates the provider is capable of delivering the services requested? Yes No
- The proposer is licensed to conduct business in the State of Florida? Yes No

FORWARD TO THE RATING COMMITTEE Yes No

Technical Review Completed by: _____

Date: _____

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