



Pasco-Hernando
Workforce Board, Inc.

**REQUEST FOR PROPOSAL
FOR
Short Term Training for WIOA & WTP Customers
RFP # 01-01042023 WIOA AD/DW_WT**

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A. Introduction

General Information

Pasco-Hernando Workforce Board, Inc., dba CareerSource Pasco Hernando, hereinafter referred to as PHWB, is a 501(c)(3) not-for-profit organization that is chartered with the provisioning of various services associated with workforce development in Pasco and Hernando counties. As one of 24 Local Workforce Development Boards, PHWB receives federal funding for the operation of several programs including (but not necessarily limited to) those associated with the Workforce Innovation and Opportunity Act (WIOA), the Welfare Transition Program (WTP) and the Wagner-Peyser Act.

Stevens Amendment - The funds related to this agreement are expected to be 100% federal, funded by the United States Department of Labor using WIOA and WTP funds. Contracts awarded under this RFP are NOT expected to exceed \$500,000.

The Pasco-Hernando Workforce Board, Inc. (PHWB) is issuing this Request for Proposal (RFP) to solicit organizations with the expertise and demonstrated capacity to recruit and provide Occupational Skills Training that results in permanent employment at or above \$15.50/per hour. The training sought will be in Information Technology, Healthcare, Construction and or Warehousing & Transportation occupational sectors. Training is to average 12 weeks in duration and not exceed 16 weeks, in order to effectively and efficiently provide training and training related services in Pasco and Hernando counties under Section 129 of Workforce Innovation and Opportunity Act (WIOA). Services would be provided from mid-February 2023 through June 30, 2023. The PHWB reserves the option to extend any contract awarded for two additional one-year periods.

The PHWB is the designated administrative entity and sub-state grantee for Florida Workforce Region 16 and has been chartered by the Governor as the Regional Workforce Development Board. As such, PHWB oversees the planning and implementation of a variety of welfare reform and workforce development programs in Pasco and Hernando Counties. The PHWB is a not-for-profit corporation registered under Section 501(c) (3) of the U.S. Internal Revenue Code. The PHWB is governed by a board of directors comprised of 30 members representing business, education, labor, social services, local government, community-based organizations, and state agencies, in accordance with the federal Workforce Innovation and Opportunity Act (WIOA) and Florida Department of Economic Opportunity (DEO) guidance. The PHWB has professional staff designated to perform administrative and fiscal duties for the Board. Joint oversight is provided through an agreement with the Board of County Commissioners from both Pasco and Hernando Counties.

The vision of the Pasco-Hernando Workforce Board, Inc. is "To serve as a catalyst in the community for promoting self-sufficiency through the development of a quality workforce."

There are currently three (3) career centers: New Port Richey, Brooksville, and Dade City. Staff is also co-located at Health & Human Services and Fred K. Marchman Technical College. Services to job seekers and employers are marketed under the name “CareerSource Pasco Hernando.”

Through this RFP, the PHWB plans to secure WIOA and WTP services that will move the regional workforce investment system forward by focusing on Training, Placement and Retention. The chosen organization will be held accountable for achieving certain standards of performance and must utilize a performance management system that incorporates the principles of continuous improvement.

B. Services Solicited Under This RFP

The objective of this procurement is to select **one (or multiple) entity(ies)** to effectively and efficiently manage and deliver the Occupational Skills Training (OST) solicited in this RFP resulting in permanent employment. Bidders are encouraged to bid on the following services. Services will be provided in Pasco and Hernando Counties. PHWB has the right to select more than one provider for each service. The selected service provider will be required to:

Deliver the following services from the CareerSource Pasco Hernando centers:

- Outreach
- Recruitment
- Assessment
- Career planning
- Counseling
- Gainful employment
- Follow-up and retention
- Meet all performance goals (see Appendix 4 for example)

In addition, the organization will be required to:

- Maintain a high standard of professionalism within the system
- Present the centers under the CareerSource Pasco Hernando brand name
- Nurture a customer service attitude among staff to ensure that services are delivered in an efficient, timely and professional manner

Bidders are expected to rely on public law in the preparation and execution of program services solicited under this RFP. Acceptable proposals will meet the specifications contained in this RFP, the requirements of the Workforce Innovation and Opportunity Act, PHWB’s strategic plan, Temporary Assistance to Needy Families program and all applicable policies and regulations. It is expected that bidders will be proficient in their understanding of workforce development and welfare reform legislation and regulations. Reference copies of the PHWB program plans are available on the Internet at www.careersourcepascohernando.com.

C. Procurement Timetable

<u>Procurement Action</u>	<u>Date</u>
RFP Issued	January 4, 2023
Letter of Intent	January 10, 2023
Q&A Period Ends	January 17, 2023
Q&A Teams Call	January 17, 2023
Proposals Due	January 27, 2023 @ 3:30pm
Proposal Rating Review Meeting	TBD
Proposal Review Committee Meeting	TBD
Board Selection of Contractor	TBD – February 17, 2023 at the earliest
Begin Contract Negotiations	February 20, 2023 at the earliest

All times shown are Eastern Standard Time (EST). The PHWB reserves the right to adjust the schedule when it is in the best interest of the PHWB, or to extend any published deadline in this RFP upon notification to those who have submitted a Letter of Intent to Bid by the date specified. **Letter of Intent must contain an email address in order to participate in the Q&A Teams meeting.**

D. Funding Availability

The PHWB will make sufficient funding available from various sources to deliver the services requested in this RFP. The proposer is responsible for proposing a reasonable total cost for delivering the services described in this RFP. Funding during the contract period may be adjusted due to changes in funding received. This funding level does not include other funding resources managed by PHWB (e.g., Wagner-Peyser, Veterans Services, etc.).

E. Period of Performance & Contract

The funding period for contracts awarded under this solicitation are expected to begin in mid to late February 2023 and continue through June 30, 2023, provided performance remains acceptable during that period. Any contract awarded from this RFP will include an option to renew for up to two (2) 1-year periods, contingent upon successful performance and funding availability.

Proposed costs will be analyzed and a contract will be negotiated on a performance-based reimbursement basis. **There will be no contract negotiated with a straight 100% cost-reimbursement payment structure.**

This contract will be a performance-based contract as follows:

1. Determined Cost of the Occupational Skills training – not to exceed \$6,000 per trainee
2. Up to 15% of the cost of the training for outreach and recruitment – not to exceed \$900 per trainee.
 - a. \$300 of this amount will be help back until attainment of 90 days of verified employment. *

*Verified employment using CSPH Employment Verification forms.

For the purposes of responding to this RFP, proposers should develop a line-item budget showing all expected costs associated with delivering the proposed services and a performance payment proposal showing the proposed amount of performance revenue (profit or incentives).

Profit may be earned by commercial (for profit) organizations, depending on the risk involved and provided that profit is reasonable and not excessive. Determination of reasonable profit is at the sole and absolute discretion of PHWB, but in no case may it exceed 10%.

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

F. Conditions of RFP

This Request for Proposal does not commit or obligate PHWB to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

The following conditions are applicable to all proposals. The PHWB reserves the right to:

1. Accept or reject any or all proposals in whole or in part, which it considers not to be in its best interest.
2. Change or waive any provisions set forth in this RFP.
3. Return non-conforming proposals without review.
4. Waive informalities and minor irregularities in proposals received.
5. Negotiate any and all proposed terms, conditions, costs, staffing level, services / activities mix, and all other specifics.
6. Request a) additional data, b) technical or price revisions, or c) oral presentations in support of a written proposal.
7. Determine that an arms-length agreement exists between the proposer and any subcontractors or vendors they might choose to use.
8. Require the establishment of escrow accounts for a Contractor that currently has outstanding debts to the PHWB as a result of audits or monitoring reviews.
9. Conduct a pre-award review that may include, but is not limited to, a review of the proposer's record-keeping procedures, management systems, accounting and administrative systems, and program materials.

10. Use additional or de-obligated grant funds to increase the allocations of successful programs.
11. Change specifications and modify contracts as necessary to (a) facilitate compliance with the legislation, regulations and policy directives, (b) to manage funding, and (c) to meet the needs of the customers.
12. End contract negotiations if acceptable progress, as determined by the PHWB, is not being made within a reasonable time-frame.

G. Questions & Communication with PHWB

Written questions regarding this solicitation should be submitted via email no later than January 17, 2023. No questions about the development of proposals will be accepted after January 17, 2023. A summary of the questions and answers will be available on the website at www.careersourcepascohernando.com. A Teams meeting for questions and answer is tentatively scheduled for January 17, 2023

Any question(s) must be submitted in writing, by email to:

Brenda Gause

Email: bgause@careersourcepascohernando.com

Except for the written Q&A, PHWB staff is prohibited from communicating with proposers, and proposers shall not attempt to contact or communicate with staff in any manner regarding any portion of this RFP.

Ex parte communication regarding this solicitation is prohibited between a potential and or current contractor and any PHWB Board member, staff, or any other person serving as an evaluator during this competitive procurement process. Proposers directly contacting Board members, committee members, staff or evaluators risk elimination of their applications from consideration. Correspondence to the public bulletin board on the PHWB Web site does not constitute ex parte communication.

Bidders are required to submit a Letter of Intent no later than January 10, 2023. Failure to meet this requirement could result in the bidder's disqualification from submitting a response.

PART 2: SCOPE OF WORK

A. Targeted Services

Targeted services must be provided to the following customers, as appropriate and within funding/eligibility guidelines:

WIOA Eligible individuals (residents of either Pasco or Hernando County) both Economically Disadvantage Adults (AD) or Dislocated Worker (DW) and or participants in the Welfare Transition Program

- Individuals who meet the requirements for WIOA AD or DW registration and are included in the priority of service categories, who are enrolled in and provided Basic Career services and, in some cases, provided Individualized Career services;
 - All new employment information will be provided on a weekly basis to the Employment Support Center. Additional requirements may be added to the service mix as funds are made available or grants awarded. It is the goal of this system that the delivery of services will be focused on fully integrating a consistent service delivery process and providing excellent customer service, quality career management, and effective job placement to ensure the long-term success of all customers. In order to accomplish this, the Contractor(s) must maintain and continue to improve the integrated, responsive system of service delivery already in place, through the PHWB's CareerSource Pasco Hernando System. Chosen staff of the Provider will work with PHWB staff to ensure paperless system is fully operational. The system currently being used is the Atlas system. All files are to be scanned into the Atlas system, preferably on a daily basis. PHWB staff will provide more guidance as needed.
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B. Contractor Provisions

1. Staffing

The Contractor must hire qualified programmatic and technical staff with the expertise to meet the goals, objectives and requirements of this RFP. The Contractor also must maintain sufficient staffing levels and coordinate the activities of staff to maximize the efficiency and effectiveness of service delivery.

The experience, abilities, and motivation of the staff play a critical role in the ultimate success of the service delivery. The Contractor shall ensure that:

- Staff are trained as necessary to effectively carry out all activities contracted;
- An ongoing training program that focuses on ensuring that staff acquire the basic competencies of their positions is developed;
- Staff is kept abreast of all new information and processes in a timely manner.

It is required that all staff who have direct customer contact will achieve Tier I certification within six (6) months of hire date or the contract's inception, whichever is later.

C. Career Services

The Contractor must manage and provide the services described below, as well as incorporate the parameters included under the section “Service Guidelines” that follows.

Quoting TEGL 3-15 - WIOA authorizes “career services” for adults and dislocated workers, rather than “core” and “intensive” services, as authorized by WIA. There are three types of “career services”: basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement for these services. Career services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer.

The three categories of services are:

Basic Career Services

Individualized Career Services

Follow-up Services

Follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

Other Requirements

A more detailed description of some of the services identified above that are to be managed and provided in each center is enumerated below.

1. Outreach and Recruitment. The Contractor shall be responsible for adequately informing individuals and groups of the services available in the CareerSource Pasco Hernando centers. This outreach and recruitment shall also be conducted in order to attract a sufficient number of individuals who need the services provided and who meet the requirements to receive such services that would allow the agency contracted with in response to this RFP to meet the contract’s measurable performance outcomes.
Outreach and recruitment methods may include formal advertising, use of reciprocal agreements with other agencies, flyers, brochures, word-of-mouth or other methods of program information dissemination. The Contractor must ensure that the outreach and recruitment is conducted within communities where potentially eligible customers reside and through on-going coordinated efforts with other community-based organizations. *Note: All outreach activities, materials, and publications must be approved by PHWB.*

2. Orientation. (In Coordination with CSPH Staff) The Contractor shall provide at each CareerSource Pasco Hernando location general orientations and program specific orientations (i.e., Welfare Transition) that inform individuals of the full array of services available, including non-traditional opportunities and services available from other sources. The general orientation shall include a complete overview of the processes and procedures customers can expect as they are provided services, and should be delivered in self-service and group formats. The Contractor is responsible for ensuring that all program-specific requirements (i.e., obligations and opportunities, sanctions, etc.) are addressed in the all appropriate orientations. The provision of program specific orientation must be documented in the individuals' files.
3. The frequency of delivery of the group orientation sessions shall be included in each center's Master Calendar. All orientations and workshops shall be provided virtually as well as in person. The Contractor is encouraged to develop video or computer-based presentations for the orientations to ensure a consistent message and quality delivery.
4. WIOA/WTP Registration. For this project – **eligibility will be determined by CSPH staff in coordination with the contractor:** This will be negotiated with the successful bidder(s) and added as part of the contract. In general: Registering and determining the priority of service of individuals prior to providing Intensive and Training services with WIOA/WTP funds must be completed in each center. Registration involves certifying and documenting the WIOA eligibility and priority of service of the individuals to be served. This WIOA/WTP eligibility must be completed in accordance with the strict standards established by the State of Florida and USDOL. This includes completing the required state WIOA application, obtaining the necessary documentation (i.e., number in family, family income, residency, etc.), identifying barriers to employment, etc. Proposers should take into consideration that certifying WIOA eligibility and priority of service is a very time-consuming, detailed process, and customers cannot be registered and then provided Intensive or Training services prior to final eligibility certification. In addition, eligibility for WIOA/WTP carries with it liability for dollars spent in serving individuals who are not eligible. PHWB is interested in a paperless system with a majority of staff working remotely in a "call center" atmosphere or from home.
5. Assessment. (In Coordination with CSPH Staff) An initial employment assessment shall be made available to all Universal services customers who are interested in receiving such service. A more comprehensive assessment shall be made available to all customers registered and enrolled in WIOA. Any individual advancing to Training services must have a comprehensive assessment completed prior to receiving a Training scholarship.

A comprehensive assessment shall be a multi-step, systematic process of gathering and evaluating a variety of information on the skills, abilities, interests / values, physical capabilities, work experiences, leisure activities, education and training, needs, work attitude / personality, life situation, family problems, transportation, motivation, behavior patterns, and economic and financial status of a customer. This assessment must be a client-centered, diagnostic evaluation of the participant's barriers to employment, and shall include an identification of other available resources that can be utilized to meet the needs of the customer. Provider should have designated staff that is certified to provide required testing. PHWB staff, in emergencies, may assist with testing.

All customers may not take part in the same sequence or depth of comprehensive assessment activities. The amount and kind of assessment required shall depend largely on the nature of the problems / employment barriers identified during counseling and any prior assessments that have been conducted.

The assessment process may include behavior observation, detailed interviews with the customer, computer-assisted testing, and paper-and-pencil type assessment. On occasion, specialized tests that are more appropriate to the customer may be administered. This is most likely to occur with special populations, such as individuals with disabilities, or when the customer is interested in specialized training that may have program-specific assessments. In all cases, the assessment shall comply with the requirements of WIOA, its regulations and/or any other program specifications.

6. Employment Plan (ISS/IRP): (In Coordination with CSPH Staff) An Employment Plan shall be developed for each registered WIOA customer. This "road map" shall be jointly developed with the customer. The Employment Plan must use the assessment results and will, at a minimum, identify employment and educational goals, describe all employment barriers identified and include the mix, sequence and time-frames of services that should help the customer overcome the barriers identified, supportive services to be provided, and the expected employment outcome(s) or goals. The Employment Plan should also identify the responsibilities of the customer and the career manager. Coordination of services/resources that are available to the client needs to be ongoing with other partners' career managers to ensure that no services are duplicated.

As the needs of the customer change, the Employment Plan shall be modified to reflect these changes. Since the PHWB approach to career management is to provide individualized attention, the customer's changing needs should be identified quickly and a revised action plan developed to meet those needs. This new or revised action plan shall become a modification or addendum to the customer's Employment Plan.

7. Career Management: (In Coordination with CSPH Staff) Within this Region, career management is recognized as a key component of the service delivery plan and critical to the ultimate success of the customers. Career management is necessary to assure that the needs of customers are met and information required for program and performance reporting is collected.

Career management is a process activity that ensures the customer is progressing through the service strategy that was agreed to, and that on-going contact with the customer is maintained throughout the time of participation, upon employment, and following termination.

Career management shall be provided as a customer-focused service delivery strategy designed to assist individuals with multiple needs and barriers. It is both a "customer-driven" and a "systems-driven" human resource development strategy. Career management shall balance sensitivity to the needs, dreams and goals of the customers with a commitment to well-managed, effective and efficient human services program. As a customer-driven strategy, career management must offer an array of interventions designed to address a customer's needs in a holistic and individualized manner.

As a systems-level strategy, career management encourages inter-organizational partnerships (both formal and informal) in order to maximize the proper utilization of human and financial resources and minimize fragmentation, duplication, rigidity and inaccessibility of program services.

Using the career management approach described above, individual customers' needs for specialized services should be recognized almost immediately and additional assistance provided. Through a triage-type approach, career management services shall be provided at the level that the customer and career manager identify a need for such services. Information already collected in the various management information systems shall be reviewed to eliminate any duplication of effort.

10. **Job Placement:** The Contractor will be responsible for providing job listings and referrals to assist customers with finding a job, and coordinate these efforts with CareerSource Pasco Hernando partners. The Contractor is also responsible for providing more intensive job placement assistance to each WIOA customer that is provided career services. This may include coordinating with a local education agency's placement staff if the customer is enrolled in training at that institution, working with the customer directly to provide job leads, specific job development for individual customers, job matching to jobs listed in various job banks, etc. **All eligible participants must be fully registered in EF and follow all CSPH guidelines to ensure these placements are countable placements**
11. **Job Retention / Follow-up:** After job placement, the Contractor will be responsible for assisting the WIOA-registered and other funded customers and their respective employers with job retention. The length of this job retention assistance for WIOA customers will be for at least 12 months. It is the intent of this job retention assistance to help these customers placed into jobs overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and, therefore, self-sufficiency. This should be accomplished by providing frequent follow-along with the customer and possibly the employer.

The Contractor shall adhere to the following schedule for these follow-up activities for placements:

Length of Employment	# of Minimum Contacts with WIOA Customers and/or Employers
New Hires, 0-4 weeks	1 time per week
5 -12 weeks	1 time per month – total of three contacts
At 26 weeks	1 time – in the 3 weeks prior to the 26 weeks and or one week following the 26 th week

During the retention period, the Contractor must ensure, to the maximum extent possible, that the customer is not unemployed for more than five consecutive workdays and earns an hourly wage not less than the minimum wage.

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

- One-on-one counseling during follow-up contacts that will focus on identifying and eliminating any barriers that may be preventing a customer from successfully retaining a job.
 - Encouraging customers to attend the seminars on topics related to specific methods for retaining a job, enhancing skills and fostering self-sufficiency.
 - Encouraging further career advancement and skill attainment through occupational skills training.
 - Considering an incentive package for different phases of employment.
12. **File Maintenance and Documentation: (In Coordination with CSPH Staff)** The Contractor shall be responsible for maintaining a case file for every job-seeker customer that has received Assisted Universal services. That case file can be a combination of the electronic file and a hard copy file as appropriate. However, an electronic file is the preferred method. At a minimum, the case file shall include information on and documentation of each of the following, as applicable: WIOA application, WIOA enrollment form, the initial and comprehensive assessments, the Employment Plan and its updates, school registrations, progress reports, time and attendance, training completion certification, counseling notes, documentation of provision of supportive services, medical documentation, job placement information and job retention verification.
- These files are the property of the PHWB and must be turned over to PHWB upon request or at the end of the contract.
- The Contractor shall ensure that all customers' files, both hard copy and electronic, are up-to-date and ensure that no more than 3% of the files have out-of-date or incorrect information when monitored by DEO, PHWB or its designee.
13. **Customer Inquiries:** The Contractor shall respond appropriately and in a timely manner to all customer inquiries, including letters, telephone calls, or emails that may have been routed through any partner agency. The Contractor shall establish procedures to manage such customer inquiries and the responses provided.
- a. Phone calls are to be returned within two hours. If circumstances prevent a return call, there should be a system put into place to have another staff member return the calls.
 - b. All emails should be answered on a daily basis. The preferred time will be upon arriving, prior to lunch and before end of day.
14. **Standard Operating Procedures (SOP):** The Contractor shall develop Standard Operating Procedures that ensure all staff, hired as a result of this contract (including subcontractor staff, and all partners located in a CareerSource Pasco Hernando) understand and conduct business on a day-to-day basis in a consistent, appropriate, and professional manner. The SOP must be approved by PHWB.

D. Service Guidelines

1. **CareerSource Pasco Hernando Locations.** The Contractor shall deliver the services described in this statement of work at the locations determined by PHWB. The current centers are located at:

BROOKSVILLE

16336 Cortez Blvd.
Spring Hill, Florida
(352) 200-3020

WEST PASCO

4440 Grand Blvd.
New Port Richey, Florida
(727) 484-3400

EAST PASCO

15000 Citrus Country Way
Dade City, Florida
(813) 377-1300

Levels of service needed in each location are dependent, to a certain extent, upon the traffic within each office. Therefore, proposers need to account for the flexibility to assign staff and other resources as needed to accommodate customer flow.

2. Hours of Operation. CareerSource Pasco-Hernando's hours of operation may vary based on customer needs, but at a minimum, the centers will be open from 8:00am – 5:00pm, Monday through Friday. The Contractor must ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings for major holidays.
3. Drug-Free and Smoke-Free Workplace. A drug-free and smoke-free workplace for both employees and customers must be maintained.
4. Non-Discrimination. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this program on the basis of race, sex, national origin, religion, age, or disability and each customer shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.
5. Job Vacancies. The Contractor will list all of their organization's job vacancies with CareerSource Pasco Hernando and commit to hiring customers into those job vacancies whenever possible.
6. Customer Service Commitment. The Contractor will be expected to nurture a customer service attitude that ensures that friendly, courteous service and accurate information will be delivered by knowledgeable staff in a timely manner. The customer service approach must empower staff to recognize the individuality of our customers and to deliver individual solutions and services. The Contractor will maintain a high standard of appearance in the CareerSource Pasco Hernando centers, commensurate with a business setting, and ensure professional staff conduct and presentation.
7. Corporate Identity. The Contractor will represent the CareerSource Pasco Hernando centers regionally and statewide under the CareerSource Pasco Hernando brand name, rather than the Contractor's corporate name. CareerSource Pasco Hernando will be the only brand name put forth in correspondence, forms, flyers, business cards, news stories, and phone communications.

8. Management and Financial Requirements

- a) Capabilities. Contractor must demonstrate the management and financial capability needed to effectively and efficiently deliver the program proposed. Management capability includes the ability to manage the delivery system effectively and efficiently, conduct self-monitoring for contract compliance, implement a continuous improvement model, achieve the contract objectives, provide quality service delivery, keep appropriate records in an auditable manner, and meet/exceed performance standards. The Contractor is responsible for all data entry into the various management information systems, including OSST, Employ Florida and the FLORIDA System.

Financial capability includes the ability to maintain fiscal controls, accounting procedures, and financial reporting in accordance with generally accepted accounting principles and requirements established by PHWB, demonstrate sound financial practices, and show evidence of continued financial stability. The proposer is advised that separate accounting records must be kept for the contract to ensure accurate and appropriate reporting of contract expenditures, and costs must be tracked in sufficient detail to determine compliance with contract requirements and ensure funds have not been unlawfully spent. All accounting records must be made available for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules and regulations, and the provisions of the contracts.

- b) Profit/Program Income. Profit may be earned by commercial (for profit) organizations. A reasonable profit objective is defined by PHWB as no more than 10%.

Any revenues above costs generated by any not-for-profit agency through use of these funds, including interest income or other program-generated income, must be reported and returned to the PHWB to be utilized to support the system. The PHWB may agree to allow these revenues to be returned to the contractor to extend the contract or provide additional services.

- c) Direct program costs. Proposers are advised that PHWB requires, and will negotiate a contract to ensure, that the total budget consists of direct program costs. Direct program costs are defined by PHWB to include, but are not limited to:

Contractors who fail to adequately track obligations and expenditures against these budgeted funds are liable for any over-expenditure resulting from such failure.

Invoices will be due to PHWB on a monthly basis by close of business on the 5th working day of the month. Invoices shall be submitted in the format provided by the PHWB Finance Department. Invoices that are submitted later than 30 working days after the end of each month may be subject to a 10% reduction penalty.

E. Quality Assurance & Continuous Improvement

The Contractor shall develop a quality control unit comprised of representatives of all partners that will identify technical assistance needs and provide quality assurance on all levels of the system. The Contractor's quality control process shall include mechanisms to detect and reduce fraud and errors in data collection, eligibility determinations and service delivery. All Contractor staff shall be responsible for error and fraud detection and reduction.

The Contractor shall establish and maintain reliable mechanisms that will immediately identify when a problem – administrative or programmatic – occurs, and when corrective action is necessary. This continuous improvement process shall include, but not be limited to, the following:

- *Automation* – The Contractor shall use automation whenever and wherever possible to deliver services. The Contractor will use all features of the FLORIDA, OSST, Atlas and Employ Florida information systems, and ensure ongoing training in the use of these systems to provide integrated service delivery. The Contractor will work with DEO, CareerSource Florida and PHWB to ensure connectivity and staff training, and will assess the need for additional tracking and management that may require an ancillary system or new functionality. The Contractor shall also explore other uses of technology to continue to improve service delivery.
- *Use of Forms* – The Contractor will ensure the effective use of forms and documents initially, by using existing documents, then by initiating a review process to streamline the use of forms and reduce redundancy of data in form and document creation. Forms should always be easy to understand, professionally written and presented, and not overwhelming in terms of the frequency or number.
- *Monitoring Activities* - The Contractor's internal monitoring activities shall include customer file review, data entry review, caseload contacts, and quality control monitoring to ensure continuous improvement and shall be provided to the Director of Operations on a monthly basis.
- *Tracking Effectiveness* – The Contractor will track effectiveness using monitoring data, State reporting data, customer feedback (client and employer focus groups and survey results), and feedback from the general public. The Contractor shall also conduct at least a monthly review and analysis of the data to identify trends, issues, etc.
- *Performance Evaluation* – The Contractor shall continuously evaluate its performance and the overall success of the service delivery system. This shall include a comprehensive analysis of both financial and performance aspects of the Contractor's operation. The evaluation shall address such aspects as accountability, supervisory review, monitoring customer progress, customer/ employer feedback, cost accounting, monitoring contract compliance, reaching performance objectives, continuous improvement, and immediate corrective action.
- *Supervisory Case Review* – The Contractor shall perform supervisory case review to ensure compliance with procedural and policy requirements and to ensure the effective provision of services to accomplish the contract goals and objectives. The Contractor should document deficiencies, take corrective action (to include both system-wide and individualized training), and follow-up to ensure that all issues of non-compliance are addressed and corrected. All internal monitoring reports and corrections are to be provided to the Director of Operations on a monthly basis.

F. Performance Measures & Reporting Requirements

1. Performance Measures.

At a minimum, the Contractor will be expected to achieve the PHWB's state-negotiated performance levels. Listed in Appendix 4 are some of the current performance measures and past negotiated performance goals. Current performance goals will be discussed.

2. Reporting Requirements.

The Contractor will maintain documentation necessary to generate information for required federal, state and PHWB reports, and provide financial and other information on daily operations as requested. The Contractor will carefully analyze existing reports to determine whether reports or report elements are necessary and whether the reports meet the needs of PHWB, Federal and State agencies or the Contractor's own business requirements.

The Contractor shall ensure coordination with the PHWB for further development of management reporting. The Contractor shall also develop systems (either electronic or manual) to provide user-friendly ad-hoc reporting capability. The Contractor shall ensure that the combination of the various systems and the Contractor's processes produce all information needed to manage the daily operations of the system, including performance measures, unduplicated client and transaction counts, training enrollments by location and vendor, and recidivism rates across integrated enrollment programs.

The following reports are required:

Fiscal

Monthly: All invoices will be submitted not later than close of business on the 5th working day of the following month.

Close of

Contract: The final invoice will be submitted no later than 31 days after the close of the contract.

Note: The Contractor must maintain a fiscal management system that provides an accurate reporting of contract and supportive service expenditures and obligations and deliver reports within two business days of requests by PHWB. In addition, the Contractor must maintain all physical documentation supporting payment requests.

Program Activity

Monthly: Customer flow counts by program.

Monthly: WIOA customer activities and Placements.

PART 3: PROPOSAL SUBMISSION REQUIREMENTS

A. Eligible Entities

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

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the entity's previous contract(s) with the PHWB have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or (4) the entity's name appears on the convicted vendor list.

B. Letter of Intent

A letter of intent to bid is mandatory and must clearly identify the proposer and the activities or services that proposer will deliver. The letter of intent does not commit a proposer to submitting a proposal. The letter of intent to bid must be received no later than January 10, 2023.

The letter of intent may be emailed to:

Brenda Gause

bgause@careersourcepascohernando.com

The prospective proposer is solely responsible for assuring that anything sent to the PHWB arrives safely and on time.

C. Proposal Format

All proposals must be submitted with the same topic headings, and in the same order, as in the Proposal Outline set forth below. The proposal document format must be single-spaced, with 12-point type, and margins of one inch on each side. Each page of the proposal should be numbered sequentially at the bottom of the page. These page numbers should be reflected in the proposal's table of contents.

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

D. Proposal Content & Organization

1. Cover Page – use form provided [1 page]

2. Proposal Abstract – use form provided [1-2 pages]

- Describe the intentions and purpose of your organization, and provide your organization's mission statement.
- Describe your philosophy for management and service delivery.
- Describe whom you see as your customer(s) in the CareerSource Pasco Hernando System, and define your view of quality service to those customers.
- Discuss your management structure, and describe your strategies for motivating staff from different organizations to provide excellent customer service while achieving measurable performance outcomes.
- Describe any special strengths or features that distinguish your services from other organizations – i.e., the value that will be added to the CareerSource Pasco Hernando System through your organization.

3. Table of Contents

4. Proposal Narrative *[Note: Using the outline numbering format provided below, ensure that the requirements listed in the Scope of Work are addressed in detail. Clear, thorough, concise answers are requested. Do not repeat statements or ideas within the text of the proposal. Referring the reviewer to another section of the proposal for previously stated information is preferred over repeating the information. **Clarity is the key.***

A. Organizational Experience / Capabilities [maximum eight pages]

Describe the proposing agency's mission and philosophy for management and service delivery, and organizational experience in providing the services proposed, as well as the organization's capabilities to deliver the proposed services by thoroughly responding to the directions below.

(1) Describe your organization's specific experience, to include:

- The intentions and purpose of your organization, and provide your organization's mission statement.
- Your philosophy for management and service delivery.
- Whom you see as your customer(s) in the CareerSource Pasco Hernando System, and define your view of quality service to those customers.
- Any special strengths or features that distinguish your services from other organizations – i.e., the value that will be added to the CareerSource Pasco Hernando System through your organization.

(2) Describe your organization's specific experience in managing and delivering Workforce Training (i.e. Occupational Skills Training) mentioned in this RFP's Scope of Work. Include in the description the organization's experience and capabilities in:

- Managing and delivering these services in Florida;

- Managing an integrated multi-funded / multi-program system;
 - Providing business and job-seeker services, including any innovative methods used in the delivery of these services;
- (3) Provide in table format your organization's experience and capabilities in achieving measurable performance outcomes by identifying goals set (either through a contract, plan, or policy) and providing verifiable performance achievement data against those set goals (training completion rate, job placement rate, average wage at placement, six-month job retention rate, cost per placement, participation rate, job seeker and employer satisfaction rate, etc.). Provide this information for each of the programs mentioned above for each contract held in Florida and in other states during the last 18 months. Provide a contact person, phone number and email address for each such contract.
- (4) Describe your organization's financial and administrative experience and capabilities. Include in that description experience in:
- Managing and accounting for multiple federal, state and local funding sources in accordance with GAAP;
 - Maintaining timely and accurate data in the various MIS systems;
 - Conducting self-monitoring for contract performance and compliance;
 - Developing and implementing a continuous improvement model.
- (5) Identify key staff that will be assigned to work on this project, including the lead for the local operation, describe why these key staff would be successful on this project, and provide copies of their résumés. In addition, describe what further assistance and expertise will be made available by the proposing organization to support these key staff.

B. Service Strategy

Through addressing the items below, outline your organization's understanding of the current needs of the local workforce and detail how you plan to deliver the services requested while meeting the service guidelines provided.

- (1) Describe your organization's understanding of the Pasco and Hernando County communities, and the local labor market.
- (2) Describe your complete staffing plan, to include:
- Management structure and qualifications of lead staff;
 - Brief job descriptions of all staff positions;
 - Table of Organization, to include number of positions by location and service delivery function;
- (3) Describe your plan to provide all of the services listed in the Scope of Work.

(4) Describe your plan to establish and maintain a continuous improvement process that includes data collection, reporting, data analysis, and corrective action mechanisms to ensure that performance goals are achieved.

(5) Include any creative and innovative methods in the delivery of the proposed services.

5. Budget

A detailed line-item budget must be submitted. Costs included in the proposed budget must be actual costs incurred in delivering the proposed services.

- A. Provide a **detailed budget narrative** that justifies each proposed expense in terms of it being necessary, allowable and reasonable. Please provide specific details for the method of computation.
- B. Give details of the organization's cost allocation method if one is used, e.g., prorating the cost of supplies based on the number of staff, or the cost of salaries based on percentage of time spent on this contract. Please be specific.
- C. Identify any in-kind resources/support for the service delivery system beyond that requested for reimbursement in the budget. Include each committed or proposed source of funding and the amount of that funding.
- D. State what contingency plans are in place to repay the PHWB in the event that there are any disallowed costs as a result of an audit or monitoring review.
- E. Describe how the proposing agency will financially support the costs of doing business until an invoice can be submitted and paid by PHWB. *Note: No advance payment will be made.*
- F. State what method of payment will be requested, either fixed-unit price or cost-reimbursement with a demonstrated performance basis.

If a fixed-unit price contract is proposed, describe in detail the proposed outcome-based payment points and the documentation that will be submitted to prove attainment of each outcome. If a cost-reimbursement with a demonstrated performance holdback contract is proposed, provide the proposed percentage of the total cost that will be withheld (**minimum is 10%**) until measurable performance outcomes are achieved and documented. Describe the measurable performance outcomes to which the proposer will tie payment and the documentation that will be submitted to prove attainment of each outcome.

- G. If funded, what percentage of the proposing agency's total budget will this contract represent?

List the proposed profit, if applicable. Profit may be earned by commercial (for-profit) organizations, depending on the risk involved and provided that profit is reasonable and not excessive. A reasonable profit objective is defined by PHWB as a gross profit objective of no more than 10%.

- H. Describe how the proposer will budget and maximize the total cost of the contract on direct program costs. Describe any indirect costs that are proposed. If an indirect cost rate is utilized, please provide a copy of the indirect cost rate approval letter and the approved rate.

All proposals will be evaluated on the basis of cost-effectiveness in relation to high quality service delivery. To accomplish this, the PHWB's staff shall conduct an analysis of proposed costs during the proposal review process. Agencies are therefore encouraged to submit their best offer for providing the program solicited in this RFP and to thoroughly describe and justify the proposed costs. This analysis shall be conducted to ensure that the proposed costs are necessary, fair and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is no duplication of costs with other programs; to ensure that the costs are directly associated with carrying out only the proposed services; and to ensure that the proposed costs will benefit the CareerSource Pasco Hernando system.

6. Value Added Services [maximum two pages] – Answer the question: What does your organization bring to the area as a value-added service?

E. Proposal Submission

Proposals must be received by the PHWB no later than **January 27, 2023 at 3:30pm (EST)**. Proposals must be delivered to bgause@careersourcepascohernando.com

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the sender unopened. Timely hand delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

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

PART 4: SELECTION PROCESS

A. Selection Policy

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

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

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

B. Proposal Responsiveness

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

1. Send responses to bgause@careersourcepascohernando.com **no later than 3:30pm, January 27, 2023**. The timely delivery of a proposal is entirely the responsibility of the proposer. Proposals received after the due date or time will be considered non-responsive. Proposals hand delivered after the due date or time will be considered non-responsive.
2. Proposals must be presented in the same order as set forth in “Proposal Format” below and contain all information requested.
3. Giving incomplete or erroneous information or withholding important information could result in disqualification or, later, contract termination.
4. Proposers must demonstrate a general understanding of the service delivery system; the services solicited by this RFP and the ability to effectively and efficiently manage and deliver those requested services.

C. Proposal Review & Evaluation

Proposals will be initially reviewed and rated by a PHWB Ad Hoc Committee using a point system based on a Proposal Evaluation/Rating Form. The Ad Hoc Committee will make recommendations to the PHWB Executive or full Board. The Board will approve a proposal for award contingent upon successful contract negotiation.

D. Contract Award

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

Final award of a contract will be contingent upon:

- Successful negotiation of a contract;
- Acceptance by the proposer of the contract terms and conditions;
- Satisfactory verification of past performance and systems (e.g., financial), where applicable; and
- Availability of funding.

E. Appeal Procedure

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

1. Submit a letter within three business days from the date of the contract award to the President/CEO of the Pasco-Hernando Workforce Board, Inc., stating that an appeal to the contract award is being filed and the specific reasons for that appeal. The reasons relied upon must be based on the four criteria listed below:
 - Clear and substantial error or misstated facts by the review team upon which the decision was made by the Board
 - Unfair competition or conflict of interest in decision making process
 - Any illegal or improper act or violation of law
 - Other legal basis on grounds that may substantially alter the Board's decision

The President/CEO (contact info below) will review the appeal and respond within 10 business days.

Jerome Salatino, President/Chief Executive Officer
Pasco-Hernando Workforce Board, Inc.
P.O. Box 6589
Spring Hill, FL 34611

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

Chair, Executive Committee
Pasco-Hernando Workforce Board, Inc.
P.O. Box 6589
Spring Hill, FL 34611

The appeal will be scheduled to be heard at a time set by the Chair after consultation with counsel.

APPENDIX 1

Required Forms, Documentation & Certifications

PASCO-HERNANDO WORKFORCE BOARD, INC.
Proposal Cover sheet

Submitted in response to RFP #

NAME OF PROPOSING AGENCY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Name and title of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the proposer:

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined in RFP # 01-01042023 WIOA AD/DW_WT, 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 fees in the proposal have been arrived at 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. I further certify that this agency can and will provide and make available, at a minimum, all services described in this proposal.

Signature of Individual with Signatory Authority

Date

Typed name and Title

PASCO-HERNANDO WORKFORCE BOARD, INC.
Proposal Abstract – RFP # 01-01042023 WIOA AD/DW_WT

Name of proposing agency: _____

Total proposed cost: \$ _____

Proposal is for (check one):
_____ Performance-based, fixed-unit cost contract.
_____ Cost-reimbursement contract with demonstrated
performance holdback.
_____ Percentage amount of performance holdback:

Description: Provide a brief but thorough summary of the experience, capabilities and plans of the proposing organization, including the requirements listed in Part 3, Section D2:

<p align="center">PASCO-HERNANDO WORKFORCE BOARD, INC.</p> <p align="center">Budget Forms – RFP # 01-01042023 WIOA AD/DW_WT</p>	
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[illegible]

ORGANIZATIONAL BACKGROUND

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

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

Organization

Name of Certifying Official

Signature

Date

ADMINISTRATIVE AND FINANCIAL CAPABILITIES CHECKLIST

Please respond to each statement or question with a "yes" or "no" answer. Briefly explain any "no" answer on another page or in the limited space provided.

- | | |
|--|---|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 1. All positions with the proposing agency have up-to-date job descriptions. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 2. All employees meet the minimum qualifications specified in their job descriptions. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 3. All W-2's and I-9's with appropriate documentation are on file. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. Withholding and FICA deposits have been made in full on a timely basis. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. Insurance and bonding policies are current and all appropriate staff are covered. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. The facilities of this agency and any training location are accessible to the disabled. Attach a completed ADA facility checklist. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 7. The books of account are auditable. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 8. Administrative and internal accounting controls are adequate to safeguard program assets. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 9. The accounting system adequately accounts for program funds. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 10. Financial reports fairly present accrued program expenditures by established cost categories. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 11. Budgetary procedures are adequate to control expenditures. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 12. The agency has a written accounting procedures manual that includes procedures for: |
| | a) coding of expenditures by: |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (1) contract year or program year |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (2) funding source |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (3) cost category; |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | b) bank reconciliations |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | c) posting to books |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | d) monthly close-out |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | e) trial balancing |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | f) development of accruals |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | g) segregation of duties |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | h) cost allocation |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | i) budgetary control |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | j) cash management |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | k) cash receipt and disbursement |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | l) payroll |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | m) reconciliation of any petty cash fund |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 13. The procedures in the accounting manual are being followed. |
| | 14. Internal controls |
| | a) for cash receipts: |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (1) cash is properly controlled and promptly deposited when received |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (2) funds are deposited in a bank in interest bearing checking accounts and secured by FDIC or other security |
| | b) checks are: |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (1) pre-numbered |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (2) adequately safeguarded |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (3) properly mutilated when voided |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (4) not allowed to be written for cash |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | (5) not allowed to be signed in advance; |

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

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

Organization

Name of Certifying Official

Signature

Date

Contract No: **RFP #**

SECTION I

Signature _____ Company Name _____

Name of Official (Type or Print) Business Address

City, State, Zip Code

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name	Title or Position	Date of Filing

Signature _____ Company Name _____

Name of Certifying Official	Business Address
-----------------------------	------------------

City, State, Zip Code

FEDERAL AND FLORIDA COMPLIANCE ASSURANCES AND CERTIFICATIONS

(Company Name) (hereinafter referred to as “Contractor”) acknowledges and certifies that, to the extent applicable to this contract/agreement (based on (insert information) funding source, program activities, and statutory requirements) Contractor shall comply with the following if applicable:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- A. **TERMINATION PROVISIONS (CONTRACTS OF \$150,000).** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The parties agree that in the event Contractor shall fail to comply with any term, provision, or condition of this Agreement, then in the absence of a remedy provision contained elsewhere in the Master Agreement, Pasco-Hernando Workforce Board, Inc. may at its sole election terminate this Agreement without being liable to prosecution or may bring a claim for specific performance or may bring an action to recover damages caused by such breach. Additionally, Pasco-Hernando Workforce Board, Inc. (PHWB) may consult with an attorney concerning PHWB’s rights hereunder, and Contractor agrees in each and any such case to pay to PHWB its reasonable attorney’s fees therefore.
- B. **TERMINATION PROVISIONS (CONTRACTS OF \$10,000).** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The parties agree that in the event there is no provision contained elsewhere in the Master Agreement to the contrary, then the Parties agree that this Agreement may be terminated by either party with, or without, cause upon thirty (30) day’s prior written notice. Further, PHWB is a quasi-governmental entity reliant in part on funding received from governmental grants. Accordingly, notwithstanding anything else contained herein to the contrary, PHWB shall have the right to terminate the Agreement or any of the agreements comprising the Master Agreement by reason of funding unavailability at any time by providing thirty (30) days advance written notice. If this agreement is terminated, all payments defined therein shall cease to be due as of the date of termination.
- C. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

“Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 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.
- G. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- J. **SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 USC 6962; 2 CFR §200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15(B)).** During the term of the Agreement, Contractor, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the Agreement.
- L. **VETERAN'S PRIORITY OF SERVICE PROVISIONS (38 USC 4215; 20 CFR 1010).** A covered person is entitled to priority of service under any qualified job training program if the person otherwise meets the eligibility requirements for participation in such program. An entity of a State, a political subdivision of the State, or in this case, a Contractor, that administers or delivers services under a qualified job training program shall provide information and priority of service to covered persons regarding benefits and services that may be obtained through other entities or service providers; and ensure that each covered person who applies to or who is assisted by such a program is informed of the employment-related rights and benefits to which the person is entitled under this section.
- M. **EQUAL TREATMENT FOR FAITH BASED ORGANIZATIONS (29 CFR 2, Subpart D).** Any organization that participates in a program funded by federal financial assistance shall not, in providing services or in outreach activities related to such services, discriminate against a current or prospective program beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect financial assistance need not modify its program activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program.
- N. **PURCHASE OF AMERICAN MADE PRODUCTS (P.L. 103-333 §507).** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under Public Law 103-333 should be American-made. Funds made available under this Public Law may be used to fund Contractor's performance under this Agreement. In providing financial assistance to, or entering into any contract with, any entity using funds made available in this Act, Contractor, to the greatest extent practicable, shall provide to such notice describing the statement made by the Congress, as to American made products.
- O. **PUBLIC ANNOUNCEMENTS AND ADVERTISING (P.L. 103-333 §508).** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- P. **CODES OF CONDUCT (29 CFR 95.42).** The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or

agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

Q. **EMPLOYMENT ELIGIBILITY REQUIREMENTS.** Employment of unauthorized aliens by Contractor is considered a violation of the Immigration and Nationality Act. Contractor shall use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term. Contractor shall be responsible for including the provisions of this paragraph in any context with, and requiring compliance by any/all subcontractors performing under this Agreement. If Contractor knowingly employs unauthorized aliens, in violation of this paragraph, such action shall be cause for unilateral cancellation of this Agreement and PHWB may recover damages from Contractor resulting from such cancellation. Further, PHWB may unilaterally terminate this Agreement, without penalty, if Contractor is determined to have violated a prohibition in this paragraph of this Agreement; or has an employee who is determined by PHWB to have violated a prohibition in this paragraph of this Agreement through conduct that is either associated with performance of this Agreement or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by PHWB.

R. **ASSURANCES AND CERTIFICATIONS.** The Department of Economic Opportunity (DEO) will not award federal workforce funds where the PHWB or its contractors have failed to complete the ASSURANCES AND CERTIFICATIONS contained in this Appendix. In performing its responsibilities under the Master Agreement, the Contractor provides the following certifications and assurances:

1. Assurances – Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)
3. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
4. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
6. Certification Regarding Environmental Tobacco-Smoke
7. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
8. Scrutinized Companies Lists Certification (Section 287.135.F.S.)

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact PHWB.

S. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** As the duly authorized representative of the Contractor, I certify that Contractor:

1. Will give the Department, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or

documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.

2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L., 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 cc-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as emended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the Agreement.
3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. 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.
5. Will comply with environment 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 (Clear 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).
6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with the Agreement.
8. Will comply with the procurement standards of 2 CFR 200.318 –200.326.

T. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.** The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a State or a Federal department or agency;
2. Have not within a three-year period preceding the Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and/or
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Have not been placed on the convicted vendor list following a conviction of a public entity crime as set forth in Fla. Stat. 287.133(2)(a).
6. Have not been placed on the discriminatory vendor list described in Section 287.134 Fla. Stat.

U. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS. The Contractor certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
3. The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;
5. Contractor shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS. Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. Part 94, the undersigned Contractor, attests and certifies that it will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the RWBs' workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace;
 - b. The policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph V.1. of this certification.
4. Notifying the employee in the statement required by paragraph V.1. of this certification that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring the workplace no later than five (5) calendar days after such conviction.
5. Notifying the PHWB in writing ten (10) calendar days after receiving notice under subparagraph 4.b. of this Section from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Officer on which Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant. An Incident Report Form, which can be found on the Department's intranet site, should be completed and submitted to the following address:

Office of the Inspector General
Department of Economic Opportunity
MSC# 130, Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399-4126

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

W. ***NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.*** As a condition of the Contract the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title IB financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs; and
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

The Contractor 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 Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that PHWB, DEO and the United States have the right to seek judicial enforcement of the assurance.

- X. ***CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE.*** As a condition of the contract, the Contractor assures that it will comply fully with the certification regarding environmental tobacco-smoke.

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

- Y. ***ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).*** As a condition of the Agreement, the Board assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

Z. **SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.** If a board that is affiliated with the local governmental entity enters into a contract in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Contractor will submit a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), F.S. Both lists are created pursuant to section 215.473, F.S.

AA. **PUBLIC RECORDS LAW; SUNSHINE LAW.** Contractor agrees to comply with public records and open meeting requirements as applicable including 2 CFR 200.333, and 2 CFR 200.336, and as may be required by Florida Public Records Law, and Florida Sunshine Law. In furtherance of this provision, Contractor is required to:

1. keep and maintain public records required by PHWB to perform the service;
2. upon request from PHWB's custodian of public records, provide PHWB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to PHWB;
4. upon completion of the Agreement, transfer, at no cost, to PHWB all public records in possession of Contractor or keep and maintain public records required by PHWB to perform the service. If Contractor transfers all public records to PHWB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to PHWB, upon request from PHWB's custodian of public records, in a format that is compatible with the information technology systems of PHWB.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUBLIC RECORDS CUSTODIAN, PASCO HERNANDO WORKFORCE BOARD, INC. (PO BOX 6589, SPRING HILL, FL 34611; PUBLICRECORDSCUSTODIAN@CAREERSOURCEPASCOHERNANDO.COM; 352-593-2220).

BB. **INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION.** To the extent any Contractor, or employee of Contractor, is granted authorization to access workforce information systems, including systems containing confidential information, Contractor and its employees are required to complete the established Individual Non-Disclosure and Confidentiality Certification Form upon request.

CC. **MANDATE TO REPORT ABUSE OF VULNERABLE POPULATIONS.** In compliance with Sections 39.021 and 415.1034 Florida Statutes, if Contractor, and its agents, employees, or others performing services on Contractor's behalf, knows or has reasonable cause to suspect that a child, aged person or disabled adult is or has been abused, neglected, or exploited, Contractor, and its agents, employees and others performing services on Contractor's behalf, agree to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE or via the web reporting option at [http:// www.dcf.state.fl.us/abuse/report](http://www.dcf.state.fl.us/abuse/report) or via fax 1-800-914-0004.

By signing below, the Contractor certifies and assures that it will fully comply with the applicable assurances outlined above.

Contractor: _____
Signature

Print Name and Title

Appendix 2: References

Proposers shall provide three (3) references for services outlined in this RFP.

Reference #1

Company Name
Contact Person
Address
Phone Number
Email
Service Dates

Reference #2

Company Name
Contact Person
Address
Phone Number
Email
Service Dates

Reference #3

Company Name
Contact Person
Address
Phone Number

Email

Service Dates

As part of the reference check process, PHWB reserves the right to review the specific qualifications and relevant capabilities of all personnel; review licensing; review audits; and contact any individuals, agencies or employers listed in the proposal and/or others who may have experience or knowledge of the bidder's performance and qualifications to do the work.

APPENDIX 3

PROPOSAL EVALUATION FORMS

PROPOSAL RATING SHEET: RFP # 01-01042023 WIOA AD/DW_WT

PROPOSER: _____

Rater's

Name:

Date: _____

EVALUATION CRITERIA	POINT RANGE	RATING GUIDE	POINTS AWARDED	COMMENTS
1. Organization Experience Capabilities / Capacity	Max. 65 pts.			
a) Mission, views on quality & customer service, value added by organization	0-15 pts.	<p>Information not provided</p> <p>Addresses mission , views and value</p> <p>Mission, views and values closely related to PHWB's mission and values</p>		
<p>b) Previous specific experience in delivering WIOA and other training services mentioned in RFP</p> <p>Performance results from current or recent contracts</p>	0-20 pts.	<p>No specific experience</p> <p>Experience in 1 or 2 of the listed programs</p> <p>Experience with 3 or more programs</p> <p>Exceptional experience, 5 or more years providing similar services</p> <p>Poor or unrelated performance results</p> <p>Achieved performance standards</p>		

		Exceeded most performance standards		
References	0-15	No references Sufficient references Exceptional references provided		
Percentage of past students who have gained/retained sustainable employment	0-15			
Total Points For This Section				
Budget	Max. 35 pts.			
a) Budget narrative The budget narrative incorporates the following: <ul style="list-style-type: none"> • specific details of method of calculation • justification of proposed expenditures • cost allocation methodology • any in-kind costs • contingency plans for repayment of disallowed costs 	0-10	Requirements not addressed or poorly addressed Requirements addressed Proposed expenditures justified and details of method of computation provided, cost allocation methodology and payment method clearly explained, in-kind costs provided		

<ul style="list-style-type: none"> • description of how the organization will support costs until invoices are paid • detail of the proposed method of payment 				
<p>b) Budget costs:</p> <p>Proposed costs are necessary, allowable, reasonable, and properly supported</p> <p>Proposed profit is reasonable</p>	0-15	<p>Proposed costs not adequately supported</p> <p>Adequate justification provided to support costs; proposed costs are necessary and allowable</p> <p>Proposed costs are necessary, allowable and reasonable, profit is reasonable, total cost of project is reasonable</p>		
<p>c) Administrative and financial management experience and capabilities</p>	0-10	<p>Less than 3 years experience</p> <p>3 to 5 years of experience</p> <p>More than 5 years experience</p>		
Total Points For This Section				

RATING SUMMARY – RFP #

PROPOSER: _____

EVALUATION CRITERIA	MAXIMUM POINTS	POINTS AWARDED
1. Experience/Capabilities/References	100	

COMMENTS: _____

Rater's Signature

Date