

Workforce Florida, Inc.

**Request for Proposals
for
'FCAT Intervention Services'**

September 15, 2004

1.0 Purpose. The 2004 Florida Legislature appropriated \$400,000 to Workforce Florida, Inc. to seek competitive proposals for intervention services for youth who have failed the Florida Comprehensive Assessment Test (FCAT) and are therefore at risk of dropping out of high school. The specific language in the appropriation states –

“The program shall provide assistance to high school students, who have not passed the FCAT and are potential drop-outs, to obtain admission to a post-secondary institution, to join the military or to obtain employment.”

It is the intent of Workforce Florida, Inc., therefore, to select a vendor through this Request for Proposals (RFP) and enter into a contract with that vendor for intervention services for youth throughout the state who have failed the FCAT that accomplishes one or more of the following positive outcomes for those youth as a result of the intervention:

- Provide FCAT remediation services which result in a *passing FCAT score*; or
- Placement into a *vocational program* in either a public or private post-secondary institution; or
- Assist the youth in enlisting in any branch of the U.S Armed Forces; or
- Placement into full-time employment.

The project may include one, several or all of these outcomes. Respondents to this RFP will describe which outcome(s) they propose to achieve through their intervention program.

2.0 Background. Workforce Florida, Inc. (WFI) is governed by a board of directors which establishes the State’s workforce strategy. That strategy is centered around three major components:

First Jobs/First Wages which has as its goal to promote successful entry into the workforce through education and workplace experience that lead to self-sufficiency and career advancement.

Better Jobs/Better Wages which has as its goal to target families transitioning from welfare and incumbent workers with limited skills and earnings and helping these families and workers move toward self-sufficiency by employing retention and career advancement strategies.

High Skills/High Wages which has as its goal the development of high value jobs and the workforce to fill those jobs to retain, expand and attract quality job-creating businesses and thereby improve the overall economy.

To effect these strategies by policy recommendations and funding projects, WFI utilizes three separate councils, with the titles listed above, that are made up of its own board members. This project, however, is

not funded through one of those councils but is rather a special state-level project. It does, however, coincide with the strategies of the First Jobs/First Wages Council which emphasizes workforce services for youth and first-time job entrants.

WFI intends to enter into one, statewide contract with an organization selected through this RFP. That contract will be 'performance-based' meaning that payments will only be predicated on the delivery of specific services. The proposed contract will expire on December 15, 2005.

3.0 Definitions. For purposes of this RFP the following definitions will be used:

Youth – For purposes of this project, 'youth' are those persons, between the ages of 14 and 21, who have taken and failed the FCAT either in school year 2003-04 or the school year, 2004-05, covered under this contract. Such youth may still be in school or may have dropped out of school and be eligible for these services.

Full-Time Employment (Placement) – A placement into a job with a minimum of thirty (30) hours per week. Such job must be 'unsubsidized' which means that the wages or salary must be paid by the employer rather than being paid or subsidized with federal funds.

WIA – The federal Workforce Investment Act. Funding under the WIA comes to Florida from the U.S. Department of Labor and to receive training funded under WIA, youth must meet certain eligibility criteria (see Attachment A)

Leveraged Funds – Funds that are added to this project, in addition to the funding that WFI will provide, that help reduce the costs to WFI and also help to ensure the success of the project. As an example, if a particular service would cost \$1,000 per student and the respondent is able to 'leverage' \$250 of that amount from outside sources, the cost to WFI would only be \$750. An respondent's ability to 'leverage' other dollars, therefore, makes WFI's dollars go farther.

Performance-Based Contract – WFI is required by law to utilize contracts in which the contractor provides specified services or 'product' upon which WFI will then issue a specific payment. In the context of this project those services or products will include either the successful completion of FCAT after remediation or the enrollment of youth into vocational training or enlistment into a branch of the armed forces or placement into full-time employment or a combination of those 'performances.' The contract will not reimburse the contractor for expenses; the contractor's expenses will be paid by the contractor out of the income it receives from the payments for services rendered.

Deliverables – These are the services that the contractor must provide and for which the contractor will be paid; they are the 'product' so to speak of the contract. In that sense, deliverables are not unlike issuing a contract for the purchase of 100 computers at \$1,000/ea. In this example, as the computers are delivered and accepted, payment can be made at the rate of \$1,000 per computer. In the case of this project, a unit price for say successful completion of FCAT after remediation will be negotiated and the contractor will be paid that unit price for each documented completion. If the contractor fails to achieve all or portions of the deliverables covered under the contract, it will not be paid. In other words, if the contract calls for 100 students to receive remediation and successfully complete FCAT and the contractor is only able to attain 75 such completions, the contractor would only be paid for those 75. 'Performance-based' contracts pay for *results* rather than *effort*.

4.0 Qualifications of Respondents. WFI will accept proposals from for-profit or not-for-profit organizations. Regional workforce boards will not be eligible to respond to this RFP directly. Community-based and faith-based organizations are encouraged to submit a proposal. In reviewing the qualifications of respondents, WFI will be looking for organizations that –

- Have demonstrated experience successfully recruiting and serving at-risk youth;
- Have specific experience providing intervention services to youth who are experiencing academic difficulties;
- Have experience managing a statewide project;
- Have experience working with school boards in various parts of the state;
- Have demonstrated experience performing under a ‘performance-based’ contract – that is, the organization has had contract payments tied to the satisfactory delivery of specific services or products.
- Have experience collaborating with a regional workforce board(s) on other projects particularly if such collaboration included eligibility determination and data entry.

A significant portion of the review of proposals will include determining the capability and qualifications of the organization submitting the proposal. Organizations that have provided or are currently providing services to at-risk youth who require academic assistance or intervention on a large scale basis, particularly statewide, will have an advantage.

WFI will use a two-party *contract* process (see Section 13.0).

5.0 Funding and Eligibility Requirements. Most of the funding that WFI utilizes for projects like the one described in this RFP comes from either the U.S. Department of Labor (USDOL) or the U.S. Department of Health and Human Services (HHS). Federal funds are normally provided to states with certain limitations on how they can be used along with eligibility requirements for the individuals who receive direct services paid for by those funds. **The funding for this particular project comes from the Workforce Investment Act (WIA) funding source.** WFI has determined that the project outlined in this RFP is an appropriate ‘use’ of these federal funds. As it selects individuals for services to be provided under the contract resulting from this RFP, the contractor must ensure that those individuals are ‘eligible’ to receive services under WIA. Attachment A defines the eligibility requirements for individuals receiving direct services under WIA. These eligibility criteria are not intended to be all inclusive. For further information regarding eligibility requirements. Since these eligibility requirements are somewhat complex, it is suggested that the contractor enter into an agreement with the regional workforce board where services are to be provided for ‘eligibility determination’ services.

6.0 Project Scope of Services. It is the intent of this solicitation to seek innovative projects that address the goals of WFI to intervene and assist at-risk youth who have failed the FCAT to a) receive FCAT remediation and successfully pass the FCAT test, or b) earn acceptance and enrollment into a public/private postsecondary vocational program, or c) enlist in any branch of the U.S Armed Forces, or d) be placed into full-time employment or any combination of those four objectives. The projects offered in response to this RFP must include, but are not limited to, the following considerations:

- 6.1 Respondents are encouraged to leverage other funds for the project. ‘Leveraging’ funds simply means that respondents attempt to identify and commit funds from other sources to augment the funding they receive from WFI. Those additional or ‘leveraged’ funds can be in the form of cash or in-kind services. They can come from regional workforce board funds, private business funds (cash

or in-kind), training provider funds, funds that the school boards want to contribute to the project or any other funding sources that enhance the value of the state-level funds provided through this process. Leveraging of additional funds accomplishes three things – 1) it helps assure the success of a program because the party providing the leveraged funds has a financial stake in the success of the project; 2) it allows WFI to get more ‘bang for the buck’ meaning that the project is not totally funded by WFI but rather is a combination of WFI funding and leveraged funding and, therefore, WFI’s dollars go farther; and 3) it helps assure the sustainability of the project because funding has been identified that may continue beyond the term of the contract/grant issued by WFI. Proposals that include leveraged funds will have a competitive advantage over proposals that do not include leveraged funds.

6.2 The contractor selected as a result of this RFP will be required to collaborate efforts with the regional workforce board(s) in the area in which services are to be provided and the proposal must include language regarding how the respondent intends to do that. This provision, however, does not *require* that the respondent obtain a letter of support from the regional workforce board or attach a copy of a local agreement; it merely requires a description of the current or proposed relationship with the regional workforce board(s) - letters of support or agreements, although not required, can be submitted to demonstrate the respondents relationship with regional workforce boards.

6.3 In completing the proposal documents (Attachments I and II), respondents will be required to identify:

How they will locate or identify students who have failed FCAT

How they will recruit those students into the program

What specific deliverables, from the four listed in this RFP, do they plan to achieve and approximately how many youth will achieve those deliverables in each category – 1) pass FCAT, 2) enroll in vocational training, 3) enlist in armed forces and/or 4) obtain placement in a full-time job. Proposals may but are not required to include all four deliverables.

7.0 Required Performances/Deliverables. The contractor that is selected as a result of this RFP for the will be required to provide the following deliverables:

7.1 Youth provided remediation services and successfully pass FCAT.

7.2 Youth who are accepted and enrolled in a postsecondary vocational training program offered by a public or private school.

7.3 Youth who are enlisted in any branch of the U.S. Armed Forces (Air Force, Army, Navy, Marines, Coast Guard).

7.4 Youth who are placed into a full-time, unsubsidized job.

In its proposal, the respondent will indicate which of these deliverables it intends to achieve and contract payments will then be based on the achievement of those deliverables. **There will be no other payable deliverables or payment points under the contract.**

8.0 Proposal Submittal Requirements. Respondents must utilize the documents provided in this RFP – Attachments I and II – for submitting their proposals. Each of these documents contain sections that must be

completed in full. If a respondent fails to complete all sections, its proposal may be rejected. WFI has used ‘tables’ for requesting certain information. There is adjacent to each request for information a ‘box’ for a response. Obviously these boxes as they appear with this RFP do not contain enough space for complete answers or responses but the boxes will expand as information is inserted. Respondents should use as much space as required to fully answer each question or request for information.

DO NOT create your own tables or your own format to submit your proposal. Enter the required information on these electronic forms (Attachment I & II) and then print them out, sign where indicated and submit them as your proposal.

Respondents may attach additional information to be considered by the review team. Proposals should not exceed twenty (20) pages, including any additional information respondents may want to attach.

Respondents shall submit seven (7) copies of their proposal, one of which must contain an original signature of an official authorized to commit the organization to the requirements of this RFP and the representations in the proposal.

9.0 Rating Proposals and Award. Proposals will be rated by a committee administered by WFI’s administrative entity, the Agency for Workforce Innovation (AWI), which shall tabulate and submit its findings to Workforce Florida, Inc. After a review of the findings from AWI, Workforce Florida, Inc. will make an award decision and direct AWI to issue award notices via email to all respondents. This is a ‘single-award’ RFP meaning that there will only be an award to a single respondent; WFI will not fund multiple projects as a result of this RFP. Generally, the award will be made to the respondent with the highest rating score. WFI, however, retains the authority to make an award it determines to be in its best interests or to reject all proposals. Further, WFI, in making its award decision, retains the authority to waive what it considers to be minor irregularities in the proposal or to seek clarification on certain issues from any or all respondents. In addition to the email award notice to all respondents, the notice of award will be posted on the AWI web site <http://www2.myflorida.awi/> and will be posted on the WFI web site www.workforceflorida.com

The following items will be rated and points assigned as indicated:

- Range of services provided by the organization (see 4. Attachment II).....**0 – 5 Points**
- Staff education and experience (see 5. Attachment II).....**0 – 5 Points**
- Statewide project experience (see 6. Attachment II).....**0 – 10 Points**
- Project experience relating to the RFP requirements (see 7. Attachment II).....**0 – 10 Points**
- Leveraged funds (see 8. Attachment II).....**0 – 10 Points**
- Methodologies (see 9. Attachment II).....**0 – 10 Points**
- Program description (see 10. Attachment II).....**0 – 20 Points**
- Budget (see 12. Attachment II).....**0 – 10 Points**

Project cost is a consideration in determining an award for this project. WFI will assign points for cost – up to a maximum of twenty (20) points for the lowest cost and ties – based on a formula that gives points on a descending scale for costs that are second-low, third-low, etc. WFI retains the authority to reject any proposal in which the cost per participant is excessive.

10.0 Schedule of Events. To the extent possible, WFI will adhere to the following timelines:

September 15, 2004	Release (issuance) of RFP
September 30, 2004 2:00 PM, EDT	Pre-Bid Conference at WFI offices at 1974 Commonwealth Lane, Tallahassee
October 15, 2004 5:00 PM, Eastern	DEADLINE for receipt of proposals
November 1, 2004* (on or about)	Ratings completed and notices of award sent to respondents; contract will be negotiated with the successful respondent shortly after the award notice is issued.
December 15, 2005	End of contract

*All respondents will receive a notice of award via email when the award decision is made. In addition, awards will be posted to the AWI & WFI web site. This date is an estimated date of award; if a respondent has not received an email award notice, that means that the award decision has not been made – please do not call and request information regarding the timing of the award.

11.0 Point of Contact. All questions regarding this solicitation must be directed via email to the following person prior to the pre-bid conference on September 30, 2004 –

Mike Johnson	Workforce Florida, Inc.
E-mail	mjohnson@workforceflorida.com

NOTE: Email questions are preferred to avoid any confusion or misunderstanding so please avoid ‘call-in’ questions regarding this RFP.

12.0 Pre-Bid Conference. There will be a NON-MANDATORY pre-bid conference at the offices of Workforce Florida, Inc. located at 1974 Commonwealth Lane, Tallahassee, at **2:00 PM Eastern on Thursday, September 30, 2004**. Although WFI will attempt to provide answers to questions at the pre-bid conference, those answers will not represent the official position of WFI. The ‘official’ responses to all questions received prior to the conference and those discussed at the conference will be committed to a written ‘Pre-Bid Conference Recap.’ This recap will be distributed simultaneously to all known recipients of this RFP and will be posted on the WFI web site at - www.workforceflorida.com This process of publishing an ‘official’ recap in writing ensures that attendees do not have an advantage over potential respondents who chose not to or could not attend. The recap will be issued within 3 working days after the pre-bid conference.

NOTE: There will be no teleconference capability for this pre-bid conference.

13.0 Contract. Once a contractor is selected and negotiations are completed, there will be a formal contract executed between the organization and Workforce Florida, Inc (WFI). The contract will be a *performance-based* contract with specific deliverables, the provision and acceptance of which must be accomplished prior to the payment of funds to the contractor. Another way of describing a performance-based contract is that payment is predicated upon the delivery of specified services or products; these types of contracts DO NOT reimburse the contractor for expenses that have been incurred but rather require that contract deliverables have been accomplished and documented. WFI will develop the contract document to include, at a minimum, the terms and conditions stipulated herein. The contractor shall have the opportunity to accept the terms and conditions as offered by executing the contract or may offer counter terms and conditions for consideration by WFI. None of

the terms and conditions stipulated herein and defined as being a *federal* or *state* requirement may be negotiated.

The contract document will, at a minimum, contain terms and conditions that address the following issues (specific contract language may expand upon these issues):

13.1 Term. The contract will be for the period from the date of execution until December 15, 2005.

13.2 Parties. The parties to the proposed contract will be Workforce Florida, Inc. and the organization selected as a result of this solicitation, to be executed by an official of the organization duly authorized to legally bind it to contractual terms and conditions. WFI shall not be a party to any subcontract or third party contract that the contractor requires to meet the contract deliverables. The contractor shall be solely responsible for satisfying the deliverables and performance standards.

13.3 Records. The contractor will be required to maintain books, records and documents that properly and sufficiently represent expenditures of funds provided by WFI under the proposed contract and shall also maintain performance records and any and all records relative to the contract. The contractor shall provide access to any and all such records, developed by or in the possession of the contractor relative to the proposed contract, to the Agency for Workforce Innovation, Comptroller of the State of Florida, to the Auditor General of the State of Florida or to the Executive Office of the Governor of the State of Florida or their duly authorized representatives. (State of Florida contract requirement)

13.4 Nondiscrimination. The contractor may not discriminate against any client, employee or applicant for employment based on race, color, religion, sex, handicap, age or national origin and the contractor will take affirmative action to preclude such discrimination. (State and federal requirement)

13.5 Cancellation. WFI will retain the authority to cancel the proposed contract, in whole or in part, upon thirty (30) days notice to the contractor by certified mail. WFI may cancel the contract upon 24 hours notice if a breach of the contract occurs. (State of Florida requirement)

13.6 Governance. The proposed contract will be governed by and construed in accordance with the laws of the State of Florida within the jurisdiction of Leon County. (State of Florida requirement)

13.7 Other requirements. The proposed contract will incorporate the following documents included herein as the designated attachments:

Attachment A – Audit requirements

Attachment B – Assurances and Certifications

NOTE: These ‘contract’ attachments are included in the RFP for informational purposes. DO NOT sign and submit them with your proposal.

13.8 Indemnification. WFI will include language in the proposed contract that indemnifies and holds it harmless from all claims, suits, judgments or other actions for damages arising from the intentional acts of negligence on the part of the contractor in its performance under the contract. (State of Florida requirement)

13.9 Reporting. The contractor will be required to collect and submit participant eligibility and participation data for each participant in the program. This data is needed to create a record in the State's management information system (MIS) for tracking and reporting program performances and expenditures. The contractor **must** obtain data input training from the Agency for Workforce Innovation (AWI) in Tallahassee. Training will be provided by AWI at a mutually agreeable date and time. There will be no charge for the training which is expected to take not more than eight (8) hours. The contractor, however, will be responsible for travel to and from Tallahassee for this required training.

13.10 Program Income. Program income resulting from an award or sponsored activities shall be maintained by the contractor during the lifetime of the contract and must be added to the contract funds, either to provide additional services or to be remitted to WFI with the final closeout report, at WFI's option. 'Program, income' includes fees received for services performed by the contractor pursuant to the contract during the contract period, proceeds for the sale of property, usage or rental fees, and patent or copyright royalties. Program income, if any, shall be reported to WFI at least quarterly via the invoice(s). Program income not used to enhance or provide additional services shall be remitted to WFI with the final closeout report. The contract manager will regularly monitor program income.

13.11 Linking Brand. *Employ Florida* is a linking brand that Workforce Florida, Inc. has developed to assist both employers and jobseekers in locating one-stop centers and other workforce services throughout the state. It allows for one point of access via a toll-free number and a website for the purpose of locating the one-stop closest to the customer without having to know the 24 different regional names and brands or the individual service brands of their one-stops. The *Employ Florida* brand logo will be visibly displayed at all one-stops in all twenty-four regions of the state and must also be used as appropriate or as necessary by contractors/grantees of WFI for state-level projects. If, as determined by WFI, there is a need to incorporate the statewide brand, *Employ Florida*, as a part of this Contract/Grant, WFI will provide the Contractor/Grantee with the camera ready logo and marketing instructions.

14.0 Submittal of Proposals. Proposals shall be submitted to the Agency for Workforce Innovation for receipt NO LATER THAN **5:00 PM, Eastern, October 15, 2004**. Send proposals to

**Agency for Workforce Innovation
MSC 200, Caldwell Building
107 West Madison Street
Tallahassee, Florida 32399-6545
ATTN: Laura McKinley**

Facsimiles and e-mail proposals are not allowed.

15.0 Disputes. Workforce Florida, Inc. is a public/private corporation with specific statutory authority to enter into contracts and therefore its procurement policies and procedures are not subject to the requirements of Chapter 287, Florida Statutes. Decisions by the WFI Board of Directors or the WFI Executive Committee or duly authorized WFI officials regarding the awarding of Invitations to Bids, Requests for Proposals, contract solicitations and all other procurement actions, either through a competitive process or a non-competitive process, are final.

Potentially adversely affected parties may file a written dispute of a procurement decision within the following parameters:

1. Such disputes must be in writing, signed by the official who signed the original bid/proposal, and must state with specificity the nature of the dispute and the requested disposition. The President of WFI retains the authority to determine if the written dispute meets the criterion of specificity. Any dispute that does not meet this requirement may be dismissed without further consideration.
2. Such disputes must be received by the President of Workforce Florida, Inc. at 1974 Commonwealth Lane, Tallahassee, FL 32303, not later than five (5) working days from the date of the notice of award. Parties filing a written dispute are required to ensure timely delivery. Facsimiles that have the appropriate signature and meet all other requirements stated herein may be accepted. Any dispute that is not received by the President within this timeframe will be rejected without further consideration.
3. Parties filing a dispute are not allowed to provide additional information unless, at his discretion, the President requests clarification of submitted materials. The President may, solely at his discretion, invite the disputing party to make a personal presentation to augment the written dispute.
4. Within five (5) working days after receipt of any such valid dispute, the President will issue a final decision regarding the outcome of the disputed award notifying the party that filed the dispute and a member of the WFI Executive Committee. The Chairman of Workforce Florida, Inc. or its Board of Directors may direct the President to present disputes to the Executive Committee. No disputes of procurement actions will be presented to the Board of Directors unless, at the discretion of the Chairman, such full board review is deemed to be necessary.
5. Nothing in this dispute process is intended to imply nor should it be construed to mean such filing of a dispute places any constraint on the ability of WFI to proceed with its disputed procurement action, either in whole or in part.

Proposal Transmittal Document

FCAT Intervention Services

In consideration of the requirements specified in this Request for Proposals titled, "FCAT Intervention Services", as issued by Workforce Florida, Inc. (WFI) on September 15, 2004, or as may have been amended by WFI, the undersigned duly authorized official submits this proposal. The undersigned understands and agrees that where there may exist or develop a discrepancy between this proposal and the RFP issued by WFI, the RFP will take precedence.

1. Name of Respondent:	
2. Location (Mailing Address):	
3. Name of Contact Person:	
a) Contact Person Phone:	
b) Contact Person E-mail Address:	
c) Contact Person Mailing Address:	
4. Printed Name of Authorized Official:	
5. Authorized Official's Signature:	
6: Date:	

NOTE: This signed Proposal Transmittal **MUST** be submitted along with Attachment II - both documents become the respondent's proposal. The respondent may also attach additional information as long as the total proposal – Attachments I & II and any attachments – does not exceed twenty (20) pages

The deadline for receipt of proposals is 5:00 PM, Eastern, October 15, 2004

FUNDS REQUEST

1. Amount of Request: (may not exceed \$400,000)	\$			
2. Amount of Leveraged Funds:	Cash:	\$	In-Kind:	\$
3. Projected Number of Youth Served:				
4. Cost per Participant (1. Request Amt ÷ 3. # Youth Served)	\$ /Participant			

Proposed FCAT Intervention Project Summary

1. Name of Organization:		1.(a) FEID #		2. Please check (X) one:	For-Profit		Not-for-Profit	
3. How many years has organization been in business?	Response:							
4. List the full range of services the organization currently provides.	Response:							
<p>5. List the staff members within the organization who will work on this project. Identify and list the contract manager first. Include educational background and relevant work experience for each person listed. For each staff person list:</p> <ul style="list-style-type: none"> a. Name and number of years with organization b. Role in this project c. Education d. Specific experience that relates to the person’s role in this project 	Response:							
<p>6. List any ‘statewide’ projects the organization either currently manages or has managed within the last three (3) years. For each project list the following:</p> <ul style="list-style-type: none"> a. Name the entity with which the organization contracted for these services; was it a state or federal agency or other entity? a. The ‘scope’ of the project; what services did your organization provide? b. A brief description of the venues in which services were provided that documents that this was a ‘statewide’ project c. Who received the services and how many people were served? d. What was the outcome of the project; did the organization accomplish what it was supposed to accomplish? 	Response:							

<p>7. List any projects, statewide or local, that involved the types of services described in this RFP – that is, projects that involved providing intervention services to at-risk youth having academic problems. Respondents may include projects that are listed in 6. above. For each project list the following:</p> <ul style="list-style-type: none"> a. Name the entity with which the organization contracted for these services; was it a state or federal agency or other entity? a. The ‘scope’ of the project; what services did your organization provide that address the services required in this project? List only <u>relevant</u> projects in this section. b. A brief description of the venues in which services were provided – city, county, statewide, etc. c. Describe the youth that received these services. d. What was the outcome of the project; did the organization accomplish what it was supposed to accomplish? e. Was the project(s) ‘performance-based’ or was it a reimbursable contract where you were paid for documented expenses rather than set deliverables? 	<p>Response:</p>
<p>8. Identify any ‘leveraged’ funds that will be added to the project (see Section 6.1). Describe the source, nature and amount of any leveraged funds.</p>	<p>Response:</p>
<p>9. Provide a brief description of the methodologies the organization will use for –</p> <ul style="list-style-type: none"> • Identifying the youth to be served (those who have failed the FCAT); how will you locate them? • Marketing the organization’s program to such youth and recruiting them to participate; how will you get them into the program? • Working with school districts throughout the state 	<p>Response:</p>
<p>10. Provide a description of how your program will work. What components does your program contain that assure success? How is the program structured? <u>This is obviously a crucial part of the proposal and should give WFI an idea how the program is structured to succeed.</u></p>	<p>Response:</p>

11. List the specific outcomes or deliverables that your project will accomplish and list the number of youth who will achieve each. A project may contain only one of these outcomes; in other words, the project may offer to achieve only remediation and passing the FCAT or only enrollment into vocational training, etc. Projects that are more diversified – contain more than one or all of these deliverables may have a competitive advantage. Indicate the number of youth to be served in each deliverable – only list the outcomes you plan to achieve and the number of youth you expect to successfully achieve for the outcome(s) you identify. <u>Leave the ‘number of youth to successfully achieve’ column blank for any of the outcomes your project does not address.</u>	Outcome or Deliverable	Number Youth to Successfully Achieve
	1. FCAT remediation and successfully pass FCAT	
	2. Enrollment into postsecondary vocational training	
	3. Enlistment into any branch of the U.S. Armed Forces	
	4. Placement into full-time, unsubsidized employment	

12. Attach a one-page <u>budget</u> that identifies the revenue that will be used for this project to include these WFI funds and any leveraged funds. The budget should also describe how those funds are projected to be spent. WFI requires that a minimum of 90% of the funds it pays out under this project go to ‘direct services to youth’ – administrative costs, therefore, cannot exceed 10%. The budget should clearly define administrative costs and costs for direct services.	Response: (Attach one-page budget)
---	------------------------------------

Attachment A

Eligibility Criteria for WIA-Funded Projects

Funding for this project comes from federal Workforce Investment Act (WIA) funds that are distributed to states to be used for very specific purposes. This federal funding also contains certain eligibility requirements for the persons receiving services under contracts utilizing these funds.

Workforce Florida, Inc. has determined that this initiative is an appropriate use for these WIA funds. However, if this project includes the provision of services, such as training, to individuals known as program 'participants', those persons/participants must meet the eligibility criteria listed below. It will be the contractor's responsibility to ensure that these participant eligibility criteria are met. The contractor may choose to enter into an agreement with a local regional workforce board for eligibility determination. For a list of regional workforce boards go to www.workforceflorida.com

To be eligible for services under WIA, the person must be —

- A U.S. citizen or a non-citizen who is authorized to work in the United States.
- If a male and at least 18 years old but not 26. must be registered with the Selective Service. Verification can be obtained at <http://www.sss.gov/regver/verification1.asp>
- If the male is over 26 years of age and not registered, the male must obtain an advisory opinion letter showing that he did not willfully and knowingly fail to register with the Selective Service.

AND,

In addition to the above universal eligibility criteria, the youth receiving services under WIA must meet the following criteria —

YOUTH (Ages 14— 21) Funding Criteria:

A. Low income as defined by WIA which means

1. Receiving public assistance, or
2. Family income (total family income for the 6-month period prior to application in relation to family size does not exceed the higher of either a) the poverty level for the 6-month period or 70% of the lower living standard income level for the 6-month period, or
3. Eligible for or receiving food stamps, or
4. Homeless, or
5. Foster child, or
6. Individual with a substantial disability

AND,

B. Has one or more of the following barriers to employment:

1. Deficient in basic literacy skills, or

2. School dropout, or

3. Runaway or foster child, or

4. Pregnant or parenting, or

5. Offender, or

6. Requires additional assistance to complete an educational program or to secure and hold employment (including youth with disabilities)

NOTE: Up to 5% of youth are not required to meet the income criteria in A. provided they meet one of the criteria in B. (excluding #6) or one of the criteria listed below:

1. Are one or more grade levels below the age appropriate level, or

2. Possesses one or more disabilities including learning disabilities; or

3. Face serious barriers to employment as identified by the local regional workforce board

AUDIT REQUIREMENTS

The administration of resources awarded by the WFI to the recipient may be subject to audits and/or monitoring by the Agency for Workforce Innovation (AWI) as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), the AWI may conduct or arrange for monitoring of activities of the recipient. Such monitoring procedures may include, but not be limited to, on-site visits by the AWI staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AWI. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Comptroller or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the AWI by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the AWI. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit subrecipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97, Florida Statutes (the Florida Single Audit Act).

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the AWI by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the AWI, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>.

PART III: OTHER AUDIT REQUIREMENTS Not Applicable

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OWM Circular A-133, as revised, and required by Part I of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation
Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399-6545
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-450
3. Any reports, management letter, or other information required to be submitted to the AWI pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133 Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients and subrecipients when submitting financial reporting packages to the AWI for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

NOTE: Attachment C is provided for informational purposes ONLY. DO NOT sign and submit Attachment C with your proposal. This document will be a part of the contract resulting from this RFP and will be signed at that time.

ATTACHMENT C

ASSURANCES AND CERTIFICATIONS

The grantor will not award a contract where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. **Assurances – Non-Construction Programs (SF 424 B)**
- B. **Debarment and Suspension Certification (29 CFR Part 98)**
- C. **Certification Regarding Lobbying (29 CFR Part 93)**
- D. **Drug free Workplace Certification (29 CFR Part 98)**
- E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

By signing the contract, the Contractor is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, 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 agency 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 on 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 ee-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 amended, 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 application.

3. Will comply with the provisions of the Hatch Act (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 subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear 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 order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective 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 and Federal department or agency;
2. Have not within a three-year period preceding this proposal 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 (1)(b) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this proposal or plan.

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Contractor) certifies, to the best of his or her knowledge and belief, that:

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.

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.

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 Section 1352, Title 31, U.S.C. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Contractor, attests and certifies that the Contractor 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 Contractor's 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 contract be given a copy of the statement required by paragraph A.

Notifying the employee in the statement required by paragraph A 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 in the workplace no later than five (5) calendar days after such conviction.

Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.

Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., 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 a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Contractor 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 I B 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; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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 grant applicant's operation of the

WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that AWI and the United States has the right to seek judicial enforcement of the assurance.

Name and Title of Authorized Representative

Contractor

Date

FOR INFORMATIONAL PURPOSES ONLY
DO NOT SIGN AND SUBMIT WITH YOUR PROPOSAL