

CAREERSOURCE NORTHEAST FLORIDA INSTRUCTIONS FOR PROPOSAL RESPONSES

I. PROPOSAL SOLICITATION, COMMUNICATION & SUBMISSION INFORMATION

First Coast Workforce Development, Inc., dba CareerSource Northeast Florida, (CSNEFL) shall solicit proposals for the procurement of good and services. Full details about competitive procurements through a **Request for Proposal, Invitation to Negotiate, or Request for Qualifications** (RFP/ITN/RFQ) are made available on our website at: <https://careersourcenortheastflorida.com/requests-for-proposals/>. CSNEFL will use its website as the only source of communication between CSNEFL and potential Vendors or Contractor Subrecipients (Proposers).

Required forms and exhibits, if applicable, can be downloaded from the CSNEFL website and must be included as part of your proposal. By submitting a proposal, you agree to CSNEFL's Contractor Subrecipient contract terms and conditions which must be acknowledged as a part of the submission.

Proposals must conform to the conditions and specifications contained in an RFP/ITN/RFQ. It shall be understood, and the Proposer hereby agrees to be solely responsible for obtaining and becoming familiar with all materials and determining the best methods for meeting the intent of the specifications. Any failure by the Proposer to acquaint themselves with available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Proposals must be the original work product of the Proposer. The copying, paraphrasing, or use of substantial content that is submitted hereunder as original work may be cause for a proposal to be rejected.

A question-and-answer page will be established on the CSNEFL website at the same place as the formal procurements. It is the Proposers' responsibility to check the CSNEFL website frequently to stay informed and up to date throughout the procurement process. Upon release of a procurement, Proposers may submit questions in writing to CSNEFL. Those with questions about the procurement or process should email questions to RFP@careersourcenefl.com. When submitting a question, include the name and number of the procurement with your question. Answers will not be provided directly via email or any other means. Questions and answers will be posted on the CSNEFL website for the benefit of all Proposers within the dates specified by the procurement document.

II. GOVERNING PROVISIONS AND LIMITATIONS

Contracts awarded from procurements are subject to the Workforce Innovation and Opportunity Act, Public Law 113–128, and subsequent amendments, the Florida Workforce Innovation Act of 2000, and subsequent amendments, the Welfare Transition Program and subsequent amendments, and other applicable State and Federal statutes and laws and other

funding sources as applicable, regulations and directives promulgated thereunder. Proposers are expected to be familiar with governing laws, regulations, and directives.

Proposers funded will be required to submit to us an annual audit if their federal expenditures are in excess of five hundred thousand dollars (\$500,000.00) per year regardless of the source. Commercial (for-profit) organizations will have the option of auditing the contracted program or submitting an organization wide audit. Others must submit an A-133 audit.

A response does not commit CSNEFL to award a contract or to pay any costs incurred in the preparation of a response. CSNEFL reserves the right to accept or reject any or all responses received, to negotiate with any qualified source, or to cancel in part or entirety any procurement process. CSNEFL reserves the right to conduct a pre-award survey of any agency or organization requesting funding.

After proposals have been ranked, CSNEFL reserves the right to request a best and final offer to incorporate changes which support a better understanding of regulations; which regulatory changes may require; or which would result in cost savings to CSNEFL.

If additional funds become available, CSNEFL shall have the right to negotiate and contract with successful Contractor(s) for additional services without the need for additional procurement depending upon performance, funding availability, and legislative requirements. Each year CSNEFL will evaluate performance and determine if services should be continued. Such renewal will occur at the sole and absolute option of CSNEFL.

CSNEFL reserves the right to negotiate increases or decreases in any contract awarded based on funds available and/or if it is in the best interest of CSNEFL. This may include extensions and modifications of time and/or funds. Contracts may be extended, modified, or de-obligated.

CSNEFL reserves the right to terminate a contract if a contractor fails to perform. Material misrepresentation in any response shall result in the rejection of a proposal, even after ranking, and/or may result in the termination of any contract.

Proposers whose proposal, past performance, or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith may be rejected as non-responsive. If a Proposer: (a) has a history of poor performance, (b) is not financially stable, (c) has a management system that does not meet prescribed standards, (d) has not conformed to the terms and conditions of a previous award, or (e) is not otherwise responsive, their proposal may be rejected as non-responsive.

In the event CSNEFL is unable to successfully negotiate a contract with a recommended Contractor, as determined by CSNEFL in its sole and absolute discretion, CSNEFL may then negotiate with the second or third highest ranked Proposer and so on until a contract is executed or may decide to terminate the process. If two or more proposals receive the same number of points, CSNEFL will accept the lower cost offer.

III. PROPOSAL ACCEPTANCE & WITHDRAWAL

After the published deadline for receipt of proposals, all materials become the property of CSNEFL and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

It is the Proposers' responsibility to make sure all required elements and exhibits are included and in proper order and format within their proposal. Proposals not meeting all material requirements of the procurement, or which fail to provide all required information will be rejected as non-responsive and disqualified from consideration. CSNEFL reserves the right to determine which proposals meet material requirements and which Proposers are responsive.

No changes, modifications, or additions can be made to a proposal after the submission deadline unless required by CSNEFL of all Proposers. CSNEFL reserves the right in its sole and absolute discretion to waive any minor technical irregularity in any proposal.

CSNEFL may reject all proposals in whole or in part in its sole discretion and is not obligated to award any one or more contracts pursuant to this procurement or to issue a new procurement if no contract is awarded under this procurement.

Proposers who wish to withdraw a proposal may do so by submitting a signed request. Any request to withdraw should be sent to RFP@careersourcenefl.com.

IV. EX PARTE COMMUNICATION

It is the policy of CSNEFL to prohibit ex parte communication regarding this procurement between a potential and/or current contractor and any CSNEFL Board member, Committee member, staff, or other person serving as an evaluator during the procurement process. No Proposer shall discuss any proposal with a CSNEFL Board member, Committee member, staff, or evaluator. CSNEFL reserves the right to reject the proposal of any Proposer who fails to comply with this provision. Any written communication to a Board member, Committee member, staff, or evaluator (except for questions submitted as described in this procurement) from a potential and/or existing contractor shall not be distributed.

V. CONFLICT OF INTEREST

To avoid conflict of interest, all Proposers who have any financial and/or family/relative (defined in accordance with Section 112.3163, F.S which states that a relative means "any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law") relationships with any CSNEFL or First Coast Workforce Development, Inc. staff member or CSNEFL Board, Committee or Consortium member must clearly disclose such a relationship by attaching a letter to the proposal. Financial or family relationships with Proposers will disqualify a staff member or CSNEFL Board, Committee or Consortium member from participating in any discussion, evaluation, or vote to fund proposals.

Proposers shall not, under penalty of law, offer or exchange any gratuities, favors, or anything of monetary value to or with any Board member, employee, or consultant of CSNEFL for the purpose of or having the effect of influencing favorable disposition toward their proposal.

VI. PROPOSAL FORMAT

Proposals must be uploaded to the CSNEFL website as ONE PDF document including all required exhibits, attachments and/or certifications, unless specific otherwise. **Faxed, mailed, hand-delivered or e-mailed proposals will not be accepted.**

Your proposal must be submitted via our website and include:

- **Company/ Organization Information Sheet** (via online form at <https://careersourcenortheastflorida.com/rfp-submissions/>).
- **Applicant Statement of Acknowledgement** agreeing to contract terms and conditions as stated in the GENERAL PROVISIONS and ADDENDUM TO VENDOR AGREEMENT documents (via check box online).
- **ONE PDF response document** including all required elements as outlined in the RFP/ITN/RFQ (via online upload).

All proposals must contain a footer with individual and total page numbers (e.g., 1 of 20, 2 of 20, etc.), the name/number of the solicitation, and the name of the Proposer.

By submitting a proposal, the Proposer acknowledges agreement to all contract terms and conditions included as part of the procurement. These documents, which are not subject to change or negotiation, will be signed by the Contractor Subrecipient after contract award at the time of contract execution.

VII. ADDENDA TO THIS PROCUREMENT

At the discretion of CSNEFL, if it becomes necessary to revise any part of this procurement, an addendum will be provided to Proposers via posting on the CSNEFL website at the same location the procurement is posted. Any clarification, including answers to questions raised by Proposers, will become an addendum to the procurement.

VIII. PROCUREMENT TIMELINE & PROCEDURES

The timeline published with each RFP/ITN/RFQ is a best effort attempt to outline the dates involved in the procurement. Responses shall be opened on the date indicated in the specified timeline unless amended on our website.

We may delay or adjust scheduled dates if it is to our advantage or necessary to do so. We will not directly notify Proposers of changes but notify the public via posting on our website at the location of the procurement. We reserve the right to reject any or all proposals.

IX. ADDITIONAL INFORMATION

CSNEFL is committed to assuring equal opportunity and complies with all laws prohibiting discrimination based on race, color, religion, national origin, age, or sex. If you feel our decisions or actions have caused an adverse effect or you wish to file a protest in connection with this procurement, information is available at:

<https://careersourcenortheastflorida.com/contact-us/>.

CSNEFL encourages the recruitment and utilization of certified and non-certified Minority and Women-Owned Businesses. CSNEFL, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for CSNEFL in a non-discriminatory environment.

CSNEFL shall consider the employment of unauthorized aliens by any contractor a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of a contract.

Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this website may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

In compliance with the Stevens Amendment, CSNEFL is the direct service provider for various workforce programs which are fully supported by the U.S. Department of Labor, Health and Human Services, and Agriculture and other agencies as part of awards totaling \$23.3 million (revised annually). All statements, press releases, requests for proposals, bid solicitations, public statements, social media, toolkits, resource guides and visual presentations are fully funded with federal money.

In accordance with Florida Statute 287.05701, we may not request documentation of nor consider social, political, or ideological interests when determining responsible vendors.

All questions should be directed to RFP@careersourcenefl.com.