

REQUEST FOR PROPOSAL (RFP) FOR BROKER FOR EMPLOYEE HEALTH CARE BENEFIT SERVICES

RFP SCHEDULE:

Issuance of RFP	September 23, 2024
Bidders Question Submittal Period and Deadline	September 23 – October 15, 2024, by 3
	p.m. CST
Question and Answer Released	October 29, 2024
Proposal Due Date	November 5, 2024, by 3 p.m. CST
Evaluation Period	November 5 – 19, 2024
Contract Negotiated, Letter of Award Issued and	January 1, 2025
Agreement Established	

Issued By:

C2 Global Professional Services, LLC (C2 GPS)

3716 N. Cynthia

McAllen, Texas 78501

C2 Global Professional Services, LLC is an Equal Opportunity employer/program and auxiliary aids and services are available upon request to include individuals with disabilities. TTY/TDD via RELAY Texas service at 711 or (TDD) 1-800735-2989 / 1-800-735-2988 (voice).

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C2 GLOBAL PROFESSIONAL SERVICES, LLC REQUEST FOR PROPOSALS (RFP) FOR BROKER FOR EMPLOYEE HEALTH CARE BENEFIT SERVICES

PART 1 PURPOSE AND BACKGROUND

1.1 Background

C2 Global Professional Services, LLC (C2 GPS) strives to be the premier One-Stop Operator in selected local areas of the American Job Center (AJC) network established by the US Department of Labor (USDOL). C2 GPS is a private for-profit organization that currently manages twelve (12) workforce services contracts for Workforce Development Boards / Workforce Investment Boards (WDB/WIB) including nine in Texas - the Lower Rio Grande Valley (McAllen-Edinburg-Mission), Tarrant County (Fort Worth), Capital Area (Austin), Alamo (San Antonio), Coastal Bend (Corpus Christi), Golden Crescent (Victoria), Southeast Texas (Beaumont-Port Arthur), Permian Basin (Odessa), and Rural Capital (Round Rock, San Marcos); two workforce regions are located in Florida – Career Source Brevard Flagler Volusia (Rockledge-Palm Bay-Daytona Beach), and the Career Southern Nevada (Las Vegas).

1.2. Purpose and Services Solicited

C2 GPS is soliciting responses for Broker Service for Employee Health Care Benefits from organizations that can annually procure health care benefits. <u>The current employee health care benefits expire 12/31/2024, employee benefits solicited under this RFP will be effective January 1, 2026.</u>

The selected Broker must have the experience and qualifications necessary to secure the following voluntary employee health benefits:

- (1) Medical Insurance and Prescription Coverage
- (2) Dental Insurance
- (3) Vision Care
- (4) Group Life and AD&D

- (5) Disability Insurance (Short and Long-Term)
- (6) Supplemental Benefits (Voluntary)
- (7) Flexible Spending Account Plans (Dependent and Health Care Plans)
- (8) Additional: Open to other offerings to include cancer insurance, pet insurance, etc.

The Broker must provide a full range of services including:

- (1) In advance of expiration date and/or anniversary date of each policy, the Broker shall research and evaluate all markets, including the present insurers and provide results to C2 GPS management in advance of expiration date.
- (2) Develop and prepare bid specifications as requested for C2 GPS employee health care benefits program.
- (3) Research markets and submit bid specifications to licensed prospective insurers.
- (4) Receive formal written bids on behalf of C2 GPS and assist in evaluation and selection of the successful Proposer(s).
- (5) Submit written comparisons of benefits and pricing between current program and competitive bids (including specifics on all deviations from bid specifications) to C2 GPS management with recommendations.
- (6) Notify Proposers of decision, and place coverage with successful Proposer. Obtain proof of insurance coverage in writing from insurers and deliver insurance policies and/or contracts to C2 GPS.
- (7) In cooperation with C2 GPS, represent C2 GPS in the preparation of report(s) of all claims and premium activity.
- (8) Upon request, conduct reviews of C2 GPS insurance coverage and loss data for purposes of making recommendations about ancillary insurance services, additional insurance coverage and modifications, updating or upgrading existing coverage(s).
- (9) Provide warnings of pending rates, coverage or renewal challenges including significant changes in the financial status of major insurers, reinsurers, or third-party administrators.
- (10) Provide monthly reports which summarize and highlight employee benefits usage and costs.

- (11) The selected Broker will be responsible for representing C2 GPS as needed in all insurance related actions described in this RFP. The Broker will also serve as a resource to keep C2 GPS informed and kept up to date on federal and state legislation regarding insurance.
- (12) The selected Broker will provide full disclosure of all fees and commissions.
- (13) The selected Broker must be able to propose the best plans to C2 GPS while containing/controlling costs.
- (14) The selected Broker will ensure all C2 GPS's employee data is secure and kept confidential at all times, any breach must be reported to C2 GPS within 24 hours, all data collected on behalf of C2 GPS remains the property of C2 GPS.

1.3. Solicitation Process

This is a competitive procurement (RFP) utilizing weighted criteria evaluation points and as such, award does not have to be given to the lowest priced proposal, but rather to the offeror submitting the most responsive proposal satisfying the procurement criteria.

This RFP document and procurement process complies with all applicable Federal, State (Texas, Florida, and Nevada) and local policies governing procurements under the grant funds to be contracted resulting from this procurement process. This procurement provides a standardized method of ensuring a fair and equitable competition and contains the necessary background, requirements, instructions, proposal evaluation/selection process and specifications for submitting a response to this solicitation. This is not a purchase agreement, contract, or commitment to purchase the solicited services, nor does it commit C2 GPS to pay for any costs incurred in the preparation of a response to this RFP.

Procurement of services shall be done in accordance with the Workforce Innovation and Opportunity Act (WIOA) and the Texas Workforce Commission (TWC) Financial Manual for Grants and Contracts (FMGC), regulations of the Florida Department of Economic Opportunity (DEO), Florida Department of Commerce, Nevada Procurement Policies and Nevada Employment, Training and Rehabilitation as follows:

- 1. Release of a public notice of RFP solicitation
- 2. Bidders Question and Answer Period (Q&A)

- 3. Issuance of any needed Addenda or Amendments
- 4. Release of Questions & Answers
- 5. Receipt of proposals
- 6. Determine responsive proposals.
- Evaluation of proposals in accordance with the appropriated criteria using a standardized evaluation tool
- 8. Contract Negotiations begins with top ranked bidder.
- 9. If negotiations are successful non-selection notification to non-selected proposers
- 10. Contract Term Period Begins

1.4. Legislative Authority and WIOA

C2 GPS contracts with Workforce Development Boards (Boards) / Workforce Investments Boards (WDB/WIB) that receive grant funds from Federal, State, or local sources. Board grants funding may be received from the U.S. Department of Labor's Employment & Training Administration (US DOL/ETA), U.S. Department of Health and Human Services (HHS), and U.S. Department of Agriculture (USDA). Additional funding may be received from National Dislocated Worker Grants (DWGs) and local funding for special projects. Authority for the issuance of this RFP is governed by federal and state funds, including, but not limited to:

 Workforce Innovation and Opportunity Act (WIOA) Title 1 – Adults, Dislocated Workers (including Rapid Response activities), Youth, Temporary Assistance for Needy Families and Non-Custodial Parent (TANF and Choices) and Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T), Childcare Services and Childcare Quality (CCS), Trade Adjustment Assistance (TAA), other grants from local/state or Federal sources.

1.5. Eligible Proposers

Entities possessing the capacity and demonstrated ability to perform successfully under the terms and conditions of a contract with C2 GPS and who are not debarred and/or suspended from conducting business with state and federal funded agencies are invited to respond. Bidders must have current license to operate in Texas, Florida, and Nevada. Vendors who are not debarred and/or suspended from conducting business with state and federal funded agencies are invited to respond. Historically Underutilized Businesses (HUB) are encouraged to apply. Bidders who qualify as HUBs must attach a copy of the certificate as documentation to receive the bonus points. In addition, violation of the following provisions may cause an application to be rejected:

- a) Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to an employee, or agent of C2 GPS to influence their selection.
- b) No employee or agent of C2 GPS shall participate in the selection or administration of a contract if a conflict of interest, or potential conflict, is involved.
- c) Bidders shall not engage in any activity that restricts or eliminates competition.
- d) The contents of a successful bid may become a contractual obligation. Failure of the Bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful offeror as a basis for release of proposed services at stated price/cost.

PART 2 INFORMATION AND GENERAL INSTRUCTIONS

2.1 C2 GPS Procurement Targeted Areas

C2 GPS's workforce regions targeted for this procurement include the (1) Lower Rio Grande Valley (McAllen-Edinburg-Mission), (2) Tarrant County (Fort Worth), (3) Capital Area (Austin), (4) Alamo (San Antonio), (5) Coastal Bend (Corpus Christi) (6) Golden Crescent (Victoria), (7) Southeast Texas (Beaumont-Port Arthur), (8) Permian Basin (Odessa), and (9) Rural Capital (Round Rock, San Marcos); two workforce regions are located in Florida – (10) Career Source Brevard Flagler Volusia (Rockledge-Palm Bay-Daytona Beach), and (11) the Career Source Capital Region (Tallahassee) and other workforce areas that may be added as needed.

2.2 Type of Contract and Payment Terms

The contract(s) executed resulting from this RFP will be a fee for services cost reimbursement contract. The Broker should clearly detail all associated costs and clarify purpose of charges to be paid by C2 GPS. Any payments for Broker Service fees paid by the insurance companies must disclose the following: Administrative Fees, Marketing Fees, Service Fees, other Fees, Base

Commission, Policy Commissions, other Commissions, Non-monetary Compensation, Supplemental Compensation, Contingent Compensation for performance factors such as growth, profit, volume, or retention, and other. C2 GPS will reserve the right to vary or change the terms of any contract solicited under this RFP, including funding levels, the scope of work, performance standards, adding additional workforce areas and shortening or extending the contract period, as it deems necessary. C2 GPS reserves the right to contract with multiple vendors.

The Contract Agreement will be contingent upon continued funding and subject to any changes in legislation, regulations, or policies promulgated by the Federal funding sources, the U.S. Department of Labor, the Texas Workforce Commission (TWC) or regulations of the Florida Department of Economic Opportunity (DEO), the Florida Department of Commerce and Nevada Department of Employment, Training and Rehabilitation. Payment for contracted services will be reimbursed by submitting an invoice with proper documentation. The invoice will be submitted to the C2 GPS Controller for payment.

2.3 Service Contract Term Period and Renewal:

Subject to the availability of funding, the initial contract term period will begin <u>January 1, 2025</u> <u>– December 31, 2025.</u> C2 GPS reserves the right to offer up to three additional one-year (twelve month) extensions allowing for a total 4-year contract based on the evaluation of the services, achievement of annual performance, availability of funds, and capacity of the contractor (s) to meet standards for Broker Services for Employee Health Care Benefits.

Contract Term Periods		
First Year:	January 1, 2025 – December 31, 2025	
Option Year 2	January 1, 2026 – December 31, 2026	
Option Year 3	January 1, 2027 – December 31, 2027	
Option Year 4	January 1, 2028 – December 31, 2028	

2.4 Insurance Requirements

The Contractor will be required to maintain insurance coverage for the period of the contract. The Contractor must obtain insurance adequate to cover the Contractor's employees against personal and bodily injury and property damage. The following minimum insurance coverage and limitations will be required:

- General liability insurance for personal injury and bodily injury and property damage to a third party. The required minimum coverage shall be \$500,000 per occurrence or \$1,000,000 aggregate.
- Workers Compensation insurance shall be required for all the Contractor's employees that will be working under this contract.
- Insurance benefits as required by law.
- Bond or Errors and Omission Insurance that indemnifies C2 GPS against loss arising from a fraudulent or dishonest act of the selected vendor's staff assigned to this contract. The selected vendor must be the insured entity and C2 GPS must be the assigned certificate holder.

Upon being awarded the contract, the Contractor will be required to submit proof of insurance and each subsequent allowed renewal year an updated policy must be submitted.

2.5 General Conditions

- The award of any contract based on proposals received in response to this request is contingent upon C2 GPS receiving adequate funds for the purpose from the funding source(s). C2 GPS reserves the right to withdraw, or reduce the amount of a contract, or to cancel any contract resulting from this procurement if adequate funding is not received from the funding source(s).
- 2) The intent of this RFP is to identify various prospective contract alternatives and obtain estimates of costs of services being solicited. C2 GPS is under no legal requirements to execute a contract agreement.

- Solicitation and selection of proposals must conform to relevant State and Federal laws and regulations and local (funding source) policies governing the use of applicable funds.
- 4) C2 GPS reserves the right to request additional information and/or negotiate issues during a Best and Final Offer Phase.
- 5) C2 GPS reserves the right to require specific modifications to proposals accepted for funding before agreeing to contract, including the increase or decrease in specific line items of cost or other modifications, to bring the proposal into compliance with all applicable laws, rules and regulation(s), requirements of this Request, and/or C2 GPS and the funding source(s) policies and procedures.
- 6) The contents of a successful proposal will become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to C2 GPS based on the proposer's failure to contract may be recovered from the proposer.
- 7) C2 GPS reserves the right to waive any defect in this procurement process or to make changes to this solicitation as deemed necessary, accept, or reject any or all proposals received; to cancel this Request in part, or in its entirety; or to reissue the RFP.
- 8) C2 GPS specifically reserves the right to vary the provisions set forth herein at any time prior to the execution of a contract where such variance is deemed to be in the best interest of C2 GPS or the funding source(s).
- Any costs incurred by the Proposer prior to the commencement date of a contract will not be paid unless a pre-contract agreement signed by both parties has been established.
- 10) All proposals and any attachments, appendices, or other information submitted as a part of a proposal become the property of C2 GPS upon submission and are subject to the Public Information Act. Proprietary information, trade secrets or other confidential

information, submitted as part of a proposal, shall be clearly marked on each page it appears.

- 11) C2 GPS reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who have experience and/or knowledge of the proposer's relevant performance and/or qualification, and to request additional information from all proposers. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of a contract resulting from this procurement.
- 12) Proposers may not under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of C2 GPS, or to any consultant, employee, or member of any Workforce Development/Investment Board with which C2 GPS has a contract for the purpose of having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- 13) No award shall be made until the proposer has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the Proposer, nor any of its principals, officers or directors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- 14) No award shall be made prior to submitting a Certification Regarding Conflict of Interest stating adherence to C2 GPS or Workforce Development/Investment Board (WDB/WIB) policies regarding free and open competition and no conflicts of interest.
- 15) Awards resulting from review and evaluation of proposals will be contingent upon satisfactory negotiation of a contract, and upon successful completion of any required pre-award survey.
- 16) A contract with a selected proposer (s) may be withheld, at C2 GPS's sole discretion, if the proposer currently has outstanding issues of questioned/disallowed costs or noncompliance with relevant statutes, regulations, or contracts, until such issues are satisfactorily resolved. Contract awards may be withdrawn by C2 GPS if resolution of these issues is not satisfactory to C2 GPS or the funding source(s).

- 17) The selected vendor shall not assign or transfer any interest in the contract in whole or in part without prior approval from C2 GPS.
- 18) C2 GPS reserves the right to increase or decrease the quantities or magnitude of the services requested at the time of award and/or throughout the term of this contract including the addition of any future contracts.
- 19) C2 GPS reserves the right to contract with more than one vendor.

2.6 Administrative Requirements

Following are general administrative requirements that apply to all C2 GPS contractors.

Nature of Agreement. C2 GPS contractors secured from this Request are considered independent contractors as defined in the Governor's Uniform Grant and Contract Management Standards (UGCMS) and in the Texas Workforce Commission's Financial Manual for Grants and Contracts and Florida DEO and Department of Commerce and Nevada Employment, Training and Rehabilitation requirements. C2 GPS may refer to the agreement between itself and the contractor/vendor as a contract; although it will be understood all federal or state requirements applicable to contractors/vendors will apply to C2 GPS contractors.

<u>General Rule</u>. C2 GPS contractors must comply with cost principles and administrative requirements set out in the federal Uniform Guidance Regulation (Super Circular) 2 CFR Part 200, 2 CFR Part 225, 2 CFR Part 230, and 48 CFR Chapter 1, Part 31, as supplemented by the final rules promulgated by the Texas Office of the Governor under the Uniform Grants and Contract Management Standards (UGCMS) and the Texas Workforce Commission's Financial Manual for Grants and Contracts, Florida DEO requirements, Florida Department of Commerce, Nevada Procurement Policies and the Nevada Department of Employment, Training and Rehabilitation.

 <u>Records and records retention</u>. Records Retention is governed by funder policy which may differ from location to location. In general, records must be retained for three (3) years from the date the contractor submits to the awarding agency its single or last audit report for that period. Two exceptions exist:

- a. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- b. If an awarding agency has made special arrangements for a Contractor to transfer to the awarding agency any records that are continuously needed for joint use (to avoid duplicate recordkeeping), the three-year requirement is not applicable to the Contractor.
- 2. <u>General reporting.</u> The selected vendor must provide such reports as are reasonable and requested by C2 GPS authorized management.
- 3. <u>Organizational capacity</u>. Proposers must demonstrate that they have the organizational capacity to provide services in accordance with the requirements in this Request for Proposals. C2 GPS reserves the right to conduct a pre-award survey of each proposer approved from this Request to determine the capacity of the proposer's organization to provide services, meet administrative requirements, and maintain an adequate financial system. C2 GPS also reserves the right to deny a contract to any proposer approved for funding which does not make timely changes required by C2 GPS or the funding source during a pre-award survey, to bring its systems into compliance.

2.7 Bidder Debriefing

C2 Global Professional Services, LLC (C2 GPS) is the responsible and only authority for handling protests regarding the procurement and bid selection process. The purpose of a Debriefing is to promote the exchange of information between a bidder and C2 GPS staff pertaining to the proposal process and the bid evaluation system. The goal of a Debriefing is to assist a bidder in improving the quality of future bids. C2 GPS will not host a Debriefing with a bidder who has engaged in the Hearing process described below.

A Debriefing shall include an informal exchange of information pertaining to C2 GPS' proposal process and bid evaluation system and shall serve as an educational function for bidders.

During a Debriefing the bidder will receive information on the evaluations process. C2 GPS reserves the right to limit the amount of time allocated for a Debriefing.

Step 1: Bidders who desire a Debriefing must submit a written request within ten (10) calendar days of receipt of C2 GPS' notification of the procurement decision. C2 GPS shall acknowledge receipt of the request for a Debriefing in writing within five (5) working days of receipt, along with the date and time of the scheduled Debriefing.

The Request for a Debriefing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as "Dated Material" and addressed to:

Adrián Aguilar, Human Resources Manager

C2 Global Professional Services, LLC

ATTN: 2024 RFP Broker for Employee Health Care Benefit Services

3101 W. US HWY 83

McAllen, Texas 78501

Telefax, facsimile and e-mail requests for a Debriefing will NOT be accepted.

Step 2: The Debriefing shall be scheduled at a convenient location no later than ten (10) working days from the date the written request is received by C2 GPS.

Step 3: C2 GPS and the independent evaluators (if utilized) of the specific bid proposal shall meet with the bidder and shall review: 1) the proposal and bid evaluation process; and 2) how the appealing party's proposal/bid was scored and ranked; suggestions on how to improve future bids (if applicable).

2.8 Appeal/Hearing Request

An Appeal occurs when an unsuccessful bidder believes that they were treated unfairly in the bid proposal and award process and that they, rather than the organization(s) selected for the award, deserve the procurement contract. C2 GPS will not grant a Hearing to a bidder who has engaged in the Debriefing process described above.

Step 1: If a bidder wishes to appeal the decision of C2 GPS regarding their bid proposal, the complainant bidder must submit to the CEO, a written Request for a Hearing within ten (10) calendar days of receipt of C2 GPS' notification of the procurement decision. C2 GPS shall acknowledge receipt of the request for a Hearing in writing within five (5) working days of

receipt, along with the date and time of the scheduled Hearing. The Request for a Hearing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as "Dated Material" and addressed to:

Chakib Chehadi, CEO/President

C2 Global Professional Services, LLC

ATTN: 2024 RFP Broker for Employee Health Care Benefit Services

P.O. Box 92377

Austin, Texas 78709

Telefax, facsimile and e-mail notices will NOT be accepted.

Step 2: The written Request for a Hearing sent to the CEO must include the following information:

- a) The funding decision being appealed (*i.e.*, specific date of the RFP/IFB and C2 GPS action taken).
- b) Name, address and phone number of the protesting party(s).
- c) A description of any alleged acts or omissions by C2 GPS that form the basis for the protest (this must include the specific concerns and the specific grounds for the protest).
- d) Any written information the bidder believes is relevant to the protest.
- e) The remedy sought by the bidder.

Step 3: Upon written request, C2 GPS staff shall make available to the bidder all requested documents not exempted from disclosure under state or federal law. C2 GPS will provide copies of these documents upon payment of the standard fees for record duplication.

Step 4: A Hearing shall be scheduled at a C2 GPS Office, at a mutually agreed time and date but no later than twenty (20) calendar days from the date the request for a Hearing is received by C2 GPS.

Step 5: The CEO or his/her designee shall act as the Hearing Officer. The CEO shall also appoint a Committee of C2 GPS staff to serve as the Hearings Committee. Such committee shall consist of the Hearing Officer and either two (2) or four (4) additional committee members.

Step 6: The Hearings Committee shall meet with the protesting party to discuss the specific concerns and the specific grounds for the protest identified in the Request for a Hearing (see Step 2(c) above). Only those issues presented in the Request for a Hearing will be addressed at the Hearing. The Hearings Committee shall evaluate the appropriate actions which should be taken while abiding by C2 GPS funding rules and regulations and which are consistent with the C2 GPS' procurement policies.

Step 7: A determination will be made within ten (10) business days from the date of the Hearing. Should the Hearings Committee determination result in a different outcome for the bidder, such recommendation shall be presented to C2 GPS for consideration and possible action within five business days. However, C2 GPS is <u>NOT</u> obligated to accept the Hearings Committee determination and/or recommendations. If the Hearing Committee's determination does not result in a different outcome to the bidder, such information need not be presented to C2 GPS and the bidder shall be informed in writing by the Hearings Officer of the Hearing outcome.

PART 3 PROPOSAL SUBMISSION INFORMATION

3.1 Procurement Schedule

The following represents the Timeline for the RFP for Broker for Employee Health Care Benefit Services (Central Standard Time)

Issuance of RFP	September 23, 2024
Bidders Question Submittal Period and Deadline	September 23 – October 15, 2024, by 3
	p.m. CST
Question and Answer Released	October 29, 2024
Proposal Due Date	November 5, 2024, by 3 p.m. CST
Evaluation Period	November 5 – 19, 2024
Contract Negotiated, Letter of Award Issued and	January 1, 2025
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3.2 Bidder's Question Period and Answer Release

The Bidder Question period provides the opportunity to request clarification about the scope and nature of the services required or to ask technical questions. To submit questions regarding this RFP please e-mail Margie Cintron, at <u>margie@c2gps.net</u> beginning September 23, with a deadline of October 15, 2024, by 3 p.m. Bidders must include the name of the RFP in the subject line of any communication sent via e-mail. Responses to written questions received during the question period will be addressed in the Q&A provided on October 29, 2024. Questions and Answers will be posted on the C2 GPS website: <u>https://www.c2gps.net/</u>. Proposers must not communicate with any other C2 GPS staff regarding this procurement.

3.3 Submittal of Proposals:

The deadline for receipt of submission (e-mail) to this RFP is <u>November 5, 2024, before 3 p.m.</u> (CST) to be considered for evaluation and selection. No exceptions will be made regarding the submission deadline. All responses must be e-mailed to Margie Cintron at margie@c2gps.net. with the subject line in the e-mail addressed as: C2 GPS 2024 RFP Broker for Employee Health Care Benefit Services <u>by November 5, 2024, before 3 p.m. (CST), n</u>o exceptions will be made regarding the submission deadline.

3.4 Withdrawal of Proposal:

The applicant or his/her authorized representative may withdraw proposal prior to the deadline by written request sent by registered mail or in person, provided that the identity and authority of the individual making the request is made known and a receipt for the return of the proposal is provided.

3.5 General Instructions for Submittal

<u>Format</u> – The original proposal must be typed in no smaller than 12-point font and submitted on 8 $1/2 \times 11$ -inch paper. Emphasis must be placed on addressing the criteria questions in a clear and concise manner.

<u>Number of Copies</u> – Submit one complete proposal in a single PDF file by e-mail to Margie Cintron at margie@c2gps.net. The proposal must contain all the elements required in the RFP package including the signature attachments to be determined responsive. All proposal pages must be legible, and complete. <u>Cover Sheet (Attachment A)</u>- All items on the Cover Sheet (Attachment A) must be completed including identifying if proposer is a HUB. Identify the primary contact person, as well as the Signatory Authority -- the person with the legal authority to negotiate and sign a contract. (This is the person who must sign the certification forms.)

<u>Resumes</u> - Resumes for the individuals who will have day-to-day oversight of the Broker Services for Employee Health Care Benefits contract must be included. Each referenced employer should include names of immediate supervisors with current phone numbers.

<u>Proposal Questions</u> -- Submit a written response to each of the criteria questions contained in Part 5, Proposal Questions. Failure to follow the narrative format will result in a reduced evaluation score.

3.6 Sequence of Submission

The proposal e-mail must contain all the elements included with this RFP packet. Note that the signer of the 'Assurances and Certifications' certifies that they have authority to bind the proposing organization to contractual obligation. This signatory should execute all forms requiring signature. Please submit in the following sequence:

- 1. Attachment A: Proposal Cover Sheet with Certification by Proposer if HUB
- 2. Proposal Narrative/Statement of Work/Cost Reasonableness/HUB Criteria Responses
- 3. Attachment B Certification Regarding Debarment, Suspension and Other Responsibility
- 4. Attachment C Certification Regarding Conflict of Interest
- 5. Attachment D Disclosure of Interests
- 6. Attachment E Certification Regarding Drug-Free Workplace
- 7. Attachment F Certification Regarding Lobbying
- 8. Attachment G Certification Regarding Texas Corporate Franchise Tax
- 9. Attachment H State Assessment Certification
- 10. Attachment I Equal Opportunity and Non-Discrimination
- 11. Attachment J References/Past Experiences

PART 4 SELECTION PROCESS

4.1 Responsive/Responsible Vendors:

C2 GPS staff initially will review the proposals received to determine if they include required signed Attachments in the correct format described in the RFP to be determined complete and

responsive. In addition, for proposals to be considered responsive to be evaluated and ranked, the following requirements must be met:

- 1. The proposals must have been submitted by the due date.
- 2. The proposal must have been signed by the person having legal authority to bind the organization in a contract agreement.
- The proposals must meet the specific services requested and described in the RFP Packet.
- 4. One complete electronic PDF must be submitted via e-mail.

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. C2 GPS staff may determine proposals incomplete and non-responsive and exclude from further consideration in the procurement evaluation process or may elect to reject all proposals and re-issue RFP.

Once determined responsive, evaluators will review and independently evaluate the proposals submitted using a standardized scoring instrument. The evaluation process will begin on November 5 through November 19, 2024. Each of the evaluator's score results are combined and averaged with a ranking established, proposals with a total averaged score less than 70 points will be considered nonresponsive and will be disqualified from further consideration. Proposals receiving a final average score of 70 points or above will be determined responsive to continue in the procurement process. Contract negotiations will begin with the top ranked vendor, If C2 GPS is unable to reach successful negotiations with the top ranked vendor, negotiations will terminate and will begin with the next vendor in the order of the ranking until a contract is reached or C2 GPS has rejected all proposals. **C2 GPS reserves the right to request Best and Final Offers (BAFO) from all responsive vendors.**

4.2 Selection Criteria

C2 GPS will evaluate proposals and select vendor(s) based on the following criteria:

CRITERIA	POINTS (Total 105)
(1) Demonstrated Experience in Providing and Delivering Requested Services	35
(2) Broker Services Employee Health Care	35

Benefits Work Plan Description	
(3) Price/Cost Reasonableness	30
(4) Historical Underutilized Business (HUB)	5
Total	105

PART 5 PROPOSAL SUBMISSION INSTRUCTIONS

Proposers should prepare their responses to align with each of the four (4) evaluation Criteria Sections of the 2024 RFP Broker Services for Employee Health Care Benefits procurement document. The responses to the questions found below should be composed in a concise, direct style that can readily be converted to a contractual Statement of Work. The name of any subcontractor who the vendor's firm is interested in contracting with on this project must be included in the proposal responses. All subcontractors will be evaluated according to their proposed role in the project.

Amendments/Addendum items may be inserted into the solicitation specifications should they have need during the solicitation process, the Amendments/Addendum will be made available to all respondents who make a request via e-mail and will be posted on the C2 GPS website.

BROKER FOR EMPLOYEE HEALTH CARE BENEFIT SERVICES PROPOSAL NARRATIVE QUESTIONS

Criteria (1): Demonstrated Experience in Providing and Delivering Requested Services (35 points)

- (1) Describe your organization, include the length of time in business, etc. and record of providing Broker Services for Employee Health Care benefits within the last three years.
- (2) Provide the resumes noting qualifications and experience of proposed Management staff that would be assigned to this contract.
- (3) Provide a company organization chart including management resumes provided.
- (4) Provide three references where Broker Services for Employee Health Care benefits have been provided within the last three years on Attachment J.
- (5) Provide list of states in which you are licensed to provide proposed services.
- (6) Provide a description of any required ramp-up activities and timeframes, additional costs, and/or procedural changes to start the contract or if new areas were to be added.

5.1 Criteria (2): Broker for Employee Health Care Benefit Services Work Plan Description (35 points)

- (1) Describe your proposed work plan to address the services described in Section 1.2 Purpose and Services Solicited, beginning on page 3, including the number and type of insurance products the Proposer can provide.
- (2) Describe your ability to secure bids from multiple carriers, include a list of the top 5 insurance carriers where you place business in your description.
- (3) Describe the administrative support you would provide for Benefits: how will you manage communications to employees, open enrollment process (web portal or manual), eligibility tracking, COBRA, FSA, Short-and-Long Term disability.
- (4) How will you coordinate with the current benefit administrator(s) to make the necessary payroll deductions and payments in a timely manner.
- (5) Describe your process to ensure compliance with the Affordable Care Act (ACA).

(6) Provide the number of employees in your pool/census for employee benefits for year beginning January 2025.

5.3 Criteria (3): Pricing/Cost Reasonableness (30 points)

- (1) All associated cost to provide Broker Services for Employee Health Care Benefit services should be clearly identified in the proposed budget line items. Address each item in the following budget line-item list and indicate if your fees will be paid directly by C2 GPS or if they will be obtained from the insurance carrier. Itemize all applicable fees including onetime fees (i.e., set-up) and recurring including but not limited to:
 - Administrative
 - Marketing
 - Service
 - Other
 - Base Commission (excluding taxes and fees)
 - Policy Commissions
 - Other Commissions
 - Non-Monetary Compensation
 - Supplemental Compensation
 - Contingent Compensation (based on performance factors such as growth, profit, volume or retention)
 - Other Compensation
- (2) Describe any value-added services.

5.4 Criteria (4): Historical Underutilized Business (HUB) (5 points)

(1) Points for this criterion will only be awarded to the proposing contractor Proposer must attach a current signed certification to receive points. Pending certifications will not be considered. The five points will only be awarded to the proposing agency only.

ATTACHMENT A

2024 RFP BROKER SERVICES FOR EMPLOYEE HEALTH CARE BENEFIT SERVICES

A Proposal Submitted in Response to

C2 Global Professional Services, LLC

Request for Proposals for Broker for Health Care Benefit Services

Submitted By:

Full Legal Name of Respondent: Click here to enter text. Date of Proposal Submission: Click here to enter a date.

ATTACHMENT A: CERTIFICATION BY PROPOSER of Legal and Signatory Authority (including HUB statement) for 2024 RFP Broker Services for Employee Health Care Benefit Services

I. IDENTIFICATION OF RESPONDENT (All fields are required)

Name of Individual Responding: Click here to enter text.

Name of Firm (if applicable): Click here to enter text.

Mailing Address: Click here to enter text.		E-mail: Click here to enter text.
City: Click here to enter text.	State:	Zip Code: Click here to enter text.
Telephone: Click here to enter text.		Fax: Click here to enter text.

How many years has your firm been providing same/similar services? Click here to enter text.

How many years of direct knowledge working with Contractors in a workforce environment? Click here to enter text.

How many years of experience do you have working with for-profits? Click here to enter text.

NOTE: C2 GPS ensures that small, minority, disadvantaged, and women's businesses are utilized as sources for acquisitions whenever possible. Auxiliary aids and services are available upon request to individuals with disabilities. Please check if your firm is a historically underutilized (disadvantaged) business (HUB), as defined by the Texas Government Code 407.101 or other state.

Is your firm registered with a state entity as a Historically Underutilized Business (HUB)? Click here to enter text. If HUB please attach certification.

Provide a brief description of your organization legal status, size, and whether it is local, regional, or national in operation: Click here to enter text.

II. DESCRIPTION OF SERVICES PROVIDED

What types of reporting tools will be used? Click here to enter text.

When can you/will you be available to perform services?

III. SIGNATURE

Respondent certifies that each attachment to this Statement of Qualifications has been completed and is submitted as an integral part to this Statement.

I certify that I am authorized to submit this Statement on behalf of the above-named organization. If any information changes significantly, C2 GPS will be notified. I certify that the contents of this document are true and correct.

Signature of Respondent

Date Proposal Form Submitted

NOTE: The deadline for responses from the RFP refers to the receipt of proposals (e-mail). Responses received after the deadline will not be considered.

ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Have not within a three-year period preceding this contract been convicted of 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 statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
- 4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm:

Signature of Authorized Representative

Date

ATTACHMENT C: CERTIFICATION REGARDING CONFLICT OF INTEREST By signature of this bid proposal, Proposer covenants and affirms that: □ No manager, employee or paid consultant of the Proposer is an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS. □ No manager, employee or paid consultant of the Proposer is an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS. □ No manager or paid consultant of the Proposer an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS. □ No employee of Workforce Solutions, or an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS. □ No employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS receives compensation from Proposer for lobbying activities as defined in Chapter 305 of the Texas Government Code. Proposer has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest. □ Should Proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with C2 GPS and shall immediately refund to C2 GPS any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by C2 GPS relating to that contract. Name of Organization/Firm: Signature of Authorized Representative Date **Print Name and Title of Authorized Representative:**

ATTACHMENT D: DISCLOSURE OF INTERESTS

It is the fiscal policy of C2 GPS that all persons or firms seeking to do business with C2 GPS to provide the following information. Every question must be answered. *If the question is not applicable, answer with "NA"*. Company Name:

Mailing Address:		E-mail:	
City:	State:	Zip Code:	
Telephone:		Fax:	
Firm is: Corporation Partnership Sole Owner Association Corporation Other			
1. State the name of each " non-managerial employee " of having an "ownership interest" constituting 10% or more of the ownership in the above name "firm." Name: Job Title:			
 2. State the names of each "managerial employee" of C2 GPS having an "ownership interest" constituting 1 or more of the ownership in the above name "firm."? Name: Job Title: 		C2 GPS having an "ownership interest" constituting 10%	
3. Other Name: Jo	b Title:		
Name of Organization/Firm:			
Signature of Authorized Representative		Date	
Print Name and Title of Authorized Representative:			

ATTACHMENT E: CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.

Providing each employee with a copy of the subcontractor's policy statement.

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace.

Notifying the C2 GPS within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm:

Signature of Authorized Representative

Date

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies to the best of his/her 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 or a Member of Congress in connection with the awarding 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 a 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 employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions.
- 3. The undersigned shall require that the 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.

Name of Organization/Firm:

Signature of Authorized Representative

Date

ATTACHMENT G: CERTIFICATION REGARDING TEXAS CORPORATE FRANCHISE TAX		
Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.		
The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.		
Indicate the certification that applies to your subcontracting entity:		
The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.		
The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.		
Name of Organization/Firm:		
Type of Business (if not corporation):		
Sole Proprietor		
□ Partnership		
Other		
I.R.S. Tax Number:		
Signature of Authorized Representative Date		
Print Name and Title of Authorized Representative:		

ATTACHMENT H: STATE ASSESSMENT CERTIFICATION

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

- □ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas, State of Nevada or to the State of Florida
- □ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas, State of Nevada or to the State of Florida.

Date

Name of Organization/Firm:

Signature of Authorized Representative

ATTACHMENT I: EQUAL OPPORTUNITY AND NONDISCRIMINATION

EQUAL OPPORTUNITY AND NONDISCRIMIANTION

Click here to enter Company Name promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I Section 188 of the Workforce Innovation and Opportunity Act of 2014, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIOA Title I financially assisted program or activity. conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Click here to enter Company Name provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders (29 CFR 38.25). Such regulations include:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.; and
- Title VII of the Civil Right Act of 1964, as amended, and its implementing regulations at 29 CFR Part 38 which prohibits discrimination based on race, color, religion, sex or national origin in any term, condition or privilege of employment.
- Sections 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination on the basis of age (*i.e.*, individuals 40 years of age and older); and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination against qualified individuals with disabilities.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex under any education program or activity receiving Federal financial assistance; and
- Americans with Disabilities Act of 1990, as amended; which prohibits discrimination against qualified individuals with disabilities; and
- The anti-discrimination provisions of the Immigration and Nationality Act, as amended; and
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work; and
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women; and
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).

This assurance applies to the applicant's operation of the WIOA Title I-financially assisted program or activity, and out of the WIOA Title I – financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Click here to enter Company Name is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Click here to enter Company Name takes positive steps to eliminate any systematic discrimination from personnel practices. Click here to enter Company Name recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, sexual orientation, disability, or political affiliation or belief.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Name of Organization/Firm:

Signature of Authorized Representative

Date

ATTACHMENT J: REFERENCES / PAST EXPERIENCES SHEET

Submit a minimum of three (3) references of active clients. The active clients must be current customers at the time of response submission and must be three distinct customers. If your firm currently has or previously had a contract with C2 GPS, do not include it as one of the three references.

Failure to provide and include the following information with your response by the submission date of the bid may result in disqualification from further consideration for an award resulting from this solicitation. Each reference will be contacted for evaluation purposes. Any reference that does not respond in the allotted time provided by the C2 GPS will result in a score of zero.

Reference 1

Click here to enter Company Name.

Click here to enter Contact Name.

Click here to enter Address, City, State, Zip.

Click here to enter Phone Number.

Click here to enter Fax number

Click here to enter E-mail Address.

Types of Services provided: Click here to enter text.

Contract Term (how many years provided services (To/From dates): Click here to enter text.

Reference 2

Click here to enter Company Name.

Click here to enter Contact Name.

Click here to enter Address, City, State, Zip.

Click here to enter Phone Number.

Click here to enter Fax number

Click here to enter E-mail Address.

Types of Services provided: Click here to enter text.

Contract Term (how many years provided services (To/From dates): Click here to enter text.

Reference 3

Click here to enter Company Name.

Click here to enter Contact Name.

Click here to enter Address, City, State, Zip.

Click here to enter Phone Number.

Click here to enter Fax number

Click here to enter E-mail Address.

Types of Services provided: Click here to enter text.

Contract Term (how many years provided services (To/From dates): Click here to enter text.