



**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
d/b/a CAREERSOURCE SOUTH FLORIDA**

**INVITATION TO BID (ITB)**

**FOR**

**JANITORIAL/CLEANING SERVICES  
(July 1, 2016 to June 30 2017)**

**Release Date:            March 21, 2016**

**All proposals shall be submitted by 3:00 p.m. E.T., April 18, 2016 at  
South Florida Workforce Investment Board Headquarters,  
7300 Corporate Center Drive, Suite 500, Reception Desk,  
Miami, Florida 33126**

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## **PART I INVITATION**

### **A. South Florida Workforce Investment Board (SFWIB) Background**

The South Workforce Investment Board (SFWIB) of Region 23 (Miami-Dade and Monroe Counties) is one of 24 regional workforce boards in the State of Florida. Through its network of CareerSource centers located throughout the region, the SFWIB serves businesses, job seekers, adults, youth, dislocated workers, refugees and individuals transitioning from welfare to work.

The SFWIB is a governmental agency and instrumentality of both Miami-Dade and Monroe Counties, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. The Board is comprised of volunteers who represent local private sector businesses, educational institutions, economic development agencies, labor organizations, veterans' interests, community-based organizations, state and local government agencies. The Board conducts its business in accord with federal and state laws, the Interlocal Agreement creating the SFWIB for Region 23 of the State of Florida, the By-Laws of the SFWIB, and its approved policies.

Additional information regarding the Board, its members, and approved policies is located on the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)).

### **B. ITB Purpose**

The SFWIB is seeking to establish a contract for the provision of professional janitorial/cleaning services through this open competitive process. The SFWIB seeks responses from experienced vendors to provide services at multiple career centers located within Miami-Dade County. Responses should illustrate past experience in providing janitorial/cleaning services. The best-qualified firm will be determined upon review of the responses submitted, which will also be used Responses submitted will be used to determine the best-qualified firm and will be the basis for negotiating a contract.

**PART II  
ITB CALENDAR AND PROCESS**

If your company is interested in providing a bid, please read the following information carefully and return as directed on the ITB no later than the bid due date listed below:

**A. Solicitation Timetable**

ITB Events	COMPLETION DATE		
	Day	Date	Time
Public Notice	Sunday	March 20, 2016	N/A
Solicitation Release Date	Monday	March 21, 2016	N/A
Deadline for Request for Clarification Inquiries	Monday	April 4, 2016	5:00 p.m.
Offerors' Conference	Tuesday	April 12, 2016	3:00 p.m.
Deadline for Receipt of Bids	Monday	April 18, 2016	3:00 p.m.
Public Review Forum	Friday	April 22, 2016	2:00 p.m.
Award Date	Friday	June 17, 2016	N/A
Delivery Date	Friday	July 1, 2016	N/A

The SFWIB, in its sole discretion, reserves the right to change this schedule when it is in the best interest of the SFWIB. It is the Respondent's responsibility to routinely check SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)) for amendments to the schedule.

**B. Method of Solicitation**

In an effort to assure the greatest degree of open competition and obtain the best technical responses and services at the best possible price, an Invitation to Bid (ITB) is being used as the method of solicitation. Public notices of this ITB have been published in the region's major newspapers and also distributed via e-mail to agencies on the SFWIB's Vendor List. Moreover, the ITB and all accompanying attachments will be published on the SFWIB's website.

**C. Cone of Silence**

All Respondents to this ITB are limited by the "Cone of Silence" surrounding solicitations and prohibitions against ex parte communications. The "Cone of Silence" prohibits communications regarding this solicitation between a current or potential contractor and any SFWIB member, SFWIB staff, or any other person serving as a selection committee member during this solicitation process. Respondents directly contacting Board members, staff, or selection committee members risk immediate elimination of their response.

**D. Request for Clarification**

Respondents shall submit all questions regarding the clarification of any requirement or procedure to the SFWIB liaison, Teresa Serrano at [teresa.serrano@careersourcesfl.com](mailto:teresa.serrano@careersourcesfl.com) not later than 5:00 p.m., **April 4, 2016**.

Oral requests for clarification shall not be accepted. All written requests for clarification accepted by the SFWIB along with corresponding responses will be posted on the SFWIB's website at [www.careersourcesfl.com](http://www.careersourcesfl.com) under RFQ Q/A.

## **E. Offerors' Conference**

An Offerors' Conference will be held to afford Respondents an opportunity to voice questions and/or concerns relevant to the ITB. While attendance is not required, all potential Respondents are strongly encouraged to attend; the conference is scheduled for **April 12, 2016**, at the SFWIB Headquarters: 7300 Corporate Center Drive, (NW 19 Street), 5<sup>th</sup> Floor, conference room 2, Miami, Florida 33126.

The conference is the only forum available to Respondents to communicate questions and/or concerns to SFWIB's staff and to receive responses to the questions and/or concerns. Except for information provided at the Offerors' Conference, the SFWIB's staff is prohibited from communicating with Respondents. Note that oral answers during the conference will not be binding on the SFWIB.

Answers to relevant questions during the conference will be posted on the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)) under ITB Q&A.

**PART III  
GENERAL SPECIFICATIONS**

**A. Services Solicited Under this ITB**

The SFWIB is seeking quotes for daily janitorial/cleaning services to be provided at eight (8) of its career centers in accordance with the level and specification of services identified below. Janitorial/cleaning services shall consistently be maintained throughout the contracted period(s). During the contracted period (s), the SFWIB will conduct random monthly inspections of the centers to ensure expectations are met. Should standards not be met, an email will be transmitted to the service vendor providing it with fifteen (15) days to remedy the issue(s). The selected vendor(s) will enter into an agreement with the SFWIB effective July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one (1) year periods.

**B. Specifications**

**Janitorial/Cleaning Services**

The selected Contractor's employees shall be provided and equipped with the cleaning supplies and equipment necessary to properly clean the career centers as outlined in the Service Schedule Specifications, under Section B.1, which includes but is not limited to:

- Staff uniforms
- Cleaning cart/caddy
- Mops and pads
- Brooms
- Plastic buckets
- Gloves
- Dust pans
- Paper towel and toilet paper refills
- Liquid soap (refillable)
- Vacuums
- Toilet bowl cleaners
- Cleaning solution
- Disposable cleaning cloths
- Window cleaning equipment
- Trash can liners
- Air fresheners (optional)

**B.1 SERVICE SCHEDULE SPECIFICATIONS**

**ENTRANCES AND CORRIDORS (PUBLIC AREAS)**

Service Schedule	FREQUENCY			
	Daily	Weekly	Monthly	Quarterly
*Vacuum entrance mats	X			
Sweep and damp mop all ceramic and vinyl tile floors nightly using treated dust mops and germicidal solutions	X			
Spot clean metal doorframes and door saddles	X			
Clean all entrance door glass on the inside and spot clean frames and remove fingerprints from doors	X			
Dust all horizontal window ledges and horizontal surfaces within reach from the floor	X			
Dust all picture frames, charts, graphs and similar wall hangings			X	
Remove fingerprints from walls	X			
Perform high dusting, including ceiling diffusers and return air grills				X
Dust all base boards	X			
Spray-Buff VCT flooring		X		
Strip/wax vinyl composition (VCT) floors				X (OR AS NEEDED)
Report any fixture malfunctions in the logbook and verbally discuss with the supervisor	X			



**RESTROOMS**

<b>Service Schedule</b>	<b>FREQUENCY</b>			
	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>
Empty all waste receptacles and feminine hygiene disposal containers (if applicable) and sanitize same	X			
Clean and disinfect all basins, urinals and toilet bowls. Remove stains, clean underside and rims of toilets and urinals	X			
Clean and polish all mirrors, dispensers and trim	X			
Wash and sanitize toilet seats and sanitary napkin receptacles	X			
Fill toilet tissue, hand towels, and soap dispensers with approved paper products and hand soap	X			
Empty trash and place in disposal, sweep and wet mop floors with germicidal solutions	X			
Spot clean all rest-room toilet partitions and doors and urinal privacy partitions	X			
Spot clean all ceramic tile wall surfaces		X		
Dust all horizontal window ledges and horizontal surfaces within reach from the floor	X			
Perform high dusting, including ceiling diffusers and return air grills – more frequently if required				X
Damp mop all floors using germicidal, disinfectant solutions	X			
Machine scrub floors using disinfectant, germicidal solutions and rinse thoroughly		X		

**GENERAL OFFICE AREAS**

Service Schedule	FREQUENCY			
	Daily	Weekly	Monthly	Quarterly
Gather all waste paper, tag and/or identify and remove to trash handling area	X			
Sweep and damp mop all ceramic and vinyl tile floors nightly using treated dust mops and germicidal solutions	X			
Dust all horizontal window ledges and horizontal furniture, counter-tops and cabinet surfaces within reach from the floor	X			
Properly arrange furniture in all areas	X			
Remove fingerprints from doors and partitions glass	X			
Clean and sanitize drinking fountains	X			
Spot clean fingerprints from furniture, cabinets, door frames, doors, switch-plates and walls as required	X			
LEAVE ONLY DESIGNATED EMERGENCY LIGHTS TURNED ON	X			
Check behind closed doors (if unlocked) to clean	X			
Vacuum all carpeted areas, remove spots from carpet that will come out with carpet spot cleaner, as required	X			
Shampoo any and all carpeted areas *if applicable*			X	
Perform high dusting, including ceiling diffusers and return air grills				X
Spot clean all door kick plates		X		
Report any fixture malfunctions in the logbook and verbally discuss with supervisor	X			
Dust all base boards	X			
Strip/wax vinyl composition (VCT) floors				X

**EMPLOYEE LOUNGE**

Service Schedule	FREQUENCY			
	Daily	Weekly	Monthly	Quarterly
Sweep and damp mop all ceramic and vinyl tile floors nightly using treated dust mops and germicidal solutions	X			
Clean and disinfect sink, counter and table surfaces	X			
Report any fixture malfunctions in the logbook and verbally discuss with supervisor	X			
Spray-Buff VCT flooring to maintain appearance of freshly re-finished floor			X	
Strip/wax vinyl composition (VCT) floors				X
Gather all waste paper, tag and/or identify and remove to trash handling area	X			

**B.2 SERVICE LOCATIONS**

- 1) Carol City center  
4880 NW 183<sup>rd</sup> Street, Suite 201- 206  
Miami, FL 33055

**Square Footage = 7,875 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Daily Service:** Five (5) days per week, Monday-Friday

**Hours for cleaning:** After 5:00 p.m. each day

**Mid-Day Service:** Five (5) days per week, Monday – Friday

**Hours for Cleaning:** Between the hours of 11:00 a.m. - 1:00 p.m.

\*\*\*\*\*

- 2) City of South Miami center  
5825 SW 68<sup>th</sup> St., Suite 3  
South Miami, FL 33143

**Square Footage = 1,528 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Daily Service:** Five (5) days per week, Monday-Friday

**Hours for cleaning:** After 5:00 p.m. each day

**Mid-Day Service:** Five (5) days per week, Monday – Friday

**Hours for Cleaning:** Between the hours of 11:00 a.m. - 1:00 p.m.

\*\*\*\*\*

- 3) Edison Courts Employment center  
325 NW 62<sup>nd</sup> Street  
Miami, FL 33150

**Square Footage = 996 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Mid-Day Service:** Two (2) days per week, Wednesday & Friday

**Hours for Cleaning:** Between the hours of 11:00 a.m. - 1:00 p.m.

\*\*\*\*\*

- 4) Hialeah Downtown center  
240 East 1<sup>st</sup> Ave., Suites 202-226  
Hialeah, FL. 33010

**Square Footage = 13,656 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Daily Service:** Five (5) days per week, Monday-Friday

**Hours for cleaning:** After 5:00 p.m. each day

**Mid-Day Service:** Five (5) days per week, Monday – Friday

**Hours for Cleaning:** Between the hours of 11:00 a.m. - 1:00 p.m.

\*\*\*\*\*

- 5) Homestead center  
28951 South Dixie Highway  
Homestead, FL 33033

**Square Footage = 8,400 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Daily Service:** Five (5) days per week, Monday-Friday

**Hours for cleaning:** After 5:00 p.m. each day

**Mid-Day Service:** Five (5) days per week, Monday – Friday

**Hours for Cleaning:** Between the hours of 11:00 a.m. - 1:00 pm

\*\*\*\*\*

- 6) Miami Beach center  
833 6<sup>th</sup> Street, 2nd Floor  
Miami Beach, FL 33139

**Square Footage = 3,826 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Daily Service:** Five (5) days per week, Monday-Friday

**Hours for cleaning:** After 5:00 p.m. each day

\*\*\*\*\*

7) North Miami Beach center  
801 NE 167<sup>th</sup> Street, 1<sup>st</sup> floor  
Miami, FL 33162

**Square Footage = 12,000 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Mid-Day Service:** Five (5) days per week, Monday - Friday

**Hours for Cleaning:** Between the hours of 11:00 a.m. - 1:00 p.m.

\*\*\*\*\*

8) Perrine center  
9555 SW 175 Terrace  
Miami, FL

**Square Footage = 16,022 SF**

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms.

**Frequency of Service**

**Daily Service:** Five (5) days per week, Monday-Friday

**Hours for cleaning:** After 5:00 p.m. each day

**Mid-Day Service:** Five (5) days per week, Monday – Friday

**Hours for Cleaning:** Between the hours of 11:00 a.m. - 1:00 p.m.

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**C. Available Funding**

Funding for the services solicited under this ITB is contingent upon Board approval of the SFWIB's PY 2016-17 annual budget.

## PART IV TERMS AND CONDITIONS

The issuance of this ITB does not commit the SFWIB to pay any costs incurred in preparation and response to this solicitation. Vendors must be fully registered with Miami-Dade County and/or the State of Florida prior to being awarded a contract. The SFWIB reserves the right to investigate or inspect, at any time, the product or qualifications offered by the Respondents to meet the ITB's requirements.

1. Delivery of services is required to begin on **July 1, 2016**.
2. Respondents must submit responses as indicated in the delivery method section of this ITB.
3. Bid opening shall be on **April 22, 2016**. Bids will be opened in the presence of the Bidder's representative(s) who choose to attend. Late bids shall not be accepted.
4. Companies are not under any obligation to respond. If a response is late or not received within the specified deadline, the SFWIB shall consider this action as non-responsive.
5. The SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.
6. Where two (2) or more related parties, as defined herein, each submit a bid for any contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. "Related parties" shall mean the bidder or the principals thereof which have direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be deemed collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.
7. Any individual, corporation or other entity that attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation, or material misstatement(s), may be debarred for up to five (5) years. The SFWIB as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
8. The SFWIB may conduct a pre-award inspection of the goods or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.
9. Bidders are hereby notified that after opening of bids and in compliance with Chapter 119 of the Florida Statutes, the "Public Records Law," all information submitted as part of, or in support of bid submittals will be available for public inspection. The bidder shall not submit any information in response to this ITB, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the SFWIB in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

**PART V  
VENDOR REQUIREMENTS**

The vendor must meet all requirements under this bid in order to be considered. After opening the bids, for verification purposes, the SFWIB may require additional proof of satisfying the ITB's requirements. Failure to provide additional required verification within 24 hours from the request may result in the vendor being deemed as non-responsive.

**1. Completion of the Vendor Questionnaire:**

Vendor must ensure all areas on the Vendor Questionnaire form are completely filled out and signed by the authorized agent representing the business. Information not provided will be considered as incomplete.

**2. Completion of the following disclosure forms:**

- a. Proposal Package Checklist
- b. Proposal Form
- c. Vendor Questionnaire
- d. Code of Business Ethics
- e. Contractor Disclosure and Certification
- f. Assurances and Certifications
  - (a) Certification Regarding Debarment, Suspension, and Other Matters
  - (b) Certification Regarding Lobbying
  - (c) Certification Regarding Drug-Free Workplace Requirements
  - (d) Non-Discrimination and Equal Opportunity Assurances
  - (e) Certification Regarding Public Entity Crimes
  - (f) Sarbanes-Oxley Act of 2002
  - (g) Association of Community Organization for Reform Now (ACORN) Funding Restrictions Assurance
  - (h) Discriminatory Vendor List



**PART VI  
EVALUATION PROCESS AND SELECTION CRITERIA**

**A. Submission Guidelines**

Respondents are required to submit three (3) sets of sealed bids not later than 3:00 p.m., **April 18, 2016**. Proposal packages shall be delivered to the address set forth on the cover of this Invitation to Bid. The SFWIB shall not accept any modifications to any submitted proposal package after the submission deadline. Any proposal package arriving post deadline will not be accepted by the SFWIB and will be returned, unread, to the Respondent. No proposal package will be accepted via electronic mail or facsimile.

The Proposal Form must be completed and submitted. The Proposal Form must be legible. Bidders shall use a typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.

Bidder's authorized agent must sign the Proposal Form. **FAILURE TO SIGN THE PROPOSAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**

**B. Proposal Format, Content and Organization**

All proposal packages must be assembled in the following format:

1. Proposal Package Checklist
2. Proposal Form
3. Vendor Questionnaire
4. Code of Business Ethics
5. Contractor Disclosure and Certification
6. Original W-9 -- Request for Taxpayer Identification Number & Certification
7. Assurances and Certifications
  - (a) Certification Regarding Debarment, Suspension, and Other Matters
  - (b) Certification Regarding Lobbying
  - (c) Certification Regarding Drug-Free Workplace Requirements
  - (d) Non-Discrimination and Equal Opportunity Assurances
  - (e) Certification Regarding Public Entity Crimes
  - (f) Sarbanes-Oxley Act of 2002
  - (g) Association of Community Organization for Reform Now (ACORN) Funding Restrictions Assurance
  - (h) Discriminatory Vendor List

Proposals must be submitted in three (3) sets **via regular mail or delivery to the** SFWIB Headquarters: CareerSource South Florida, Reception Desk, Suite 500, 7300 Corporate Center Drive, Miami, Florida, 33126 by the deadline.

### **C. Selection Process**

The SFWIB will conduct a review of all proposals received by the deadline. Proposals will be evaluated first to determine if all information required by the ITB is complete. Incomplete proposals or those not satisfactorily addressing each requirement of the ITB may be disqualified. A respondent may include additional information and such information may or may not be considered by the SFWIB during the evaluation process.

The evaluation process will be conducted in a thorough and impartial manner at a publicly noticed selection committee meeting held in accordance with the Florida Public Meetings Law. That meeting (Public Review Forum) is scheduled for **April 22, 2016** at the SFWIB Headquarters: 7300 Corporate Center Drive, (NW 19 Street), 5<sup>th</sup> Floor, conference room 2, Miami, Florida 33126. Respondents are encouraged to attend the Public Review Forum.

#### ***Criteria for Review:***

1. Completeness of Response. (10%)
2. Satisfactory past performance as noted by references. (15%)
3. Pricing structure. (25%)
4. Past experience as a vendor contracted with the SFWIB to provide similar services. (50%)

The SFWIB reserves the right to reject any and all proposals. The SFWIB reserves the right to withdraw this solicitation or any portion of this solicitation at any time without prior notice. The SFWIB is not responsible for any costs incurred for responses to this solicitation.

### **D. Contract Award**

Final award of a contract will be contingent upon:

- Respondent's acceptance of the contract terms and conditions,
- Satisfactory verification of Respondent's past performance (Vendor's Questionnaire)

**The SFWIB reserves the sole discretion to make awards to up to two (2) responsive/responsible vendors.**

### **E. Appeal Process**

Respondents will be advised of the SFWIB's appeal process at the **Public Review Forum**.

**PART VII  
CONTRACTUAL SPECIFICATIONS**

**A. Indemnification**

**For Florida Governmental Entities:** The Respondent shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby the Respondent shall not be held liable to pay a personal injury or property claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Respondent arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or cause of action which may arise as a result of the negligence of the Respondent or the Respondent's officers, employees, servants, agents, partners, principals, or subcontractors.

**All Entities Which are Not Florida Governmental Entities:** The Respondent shall indemnify and hold harmless the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Respondent expressly understands and agrees that any insurance policies required by the Contract or otherwise provided by the Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

**Term of Indemnification:** The provisions of this indemnification shall survive the expiration of the contract and shall terminate upon the expiration of the applicable statute of limitation.

**B. Clean Air Act And Federal Water Pollution Control Act**

The Respondent agrees that if this is a Contract for more than \$100,000, Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). The SFWIB shall report violations to the Federal Awarding Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA).

### C. Compliance With Energy Efficiency Provision

The Respondent shall comply with the mandatory standards and policies relating to energy efficiency, if applicable, which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

### D. Reporting Requirements (Upon Award)

1. The Contractor must provide a monthly log of all services performed at the center(s) and send the log via e-mail to [facilities@careersourcesfl.com](mailto:facilities@careersourcesfl.com)
2. The monthly report is due the first (1<sup>st</sup>) of every month but not later than the fifth (5<sup>th</sup>) of the month following the month in which the services were performed. The Contractor shall prepare, sign and date the monthly reports for the centers that will include, at a minimum, the following:
  - (a) Checklist of all tasks performed for each center and the signature of the employee who performed the tasks.
  - (b) Any discrepancies from the routine work scheduled and an explanation of the circumstances involved.
  - (c) Any damage or defect of center property that the Contractor is responsible for should be documented on detailed, descriptive reports that identify the location of the damage or defect for follow-up by the SFWIB.
3. Failure to provide the monthly report with all the required information to the SFWIB will result in the SFWIB withholding payment from the Contractor in an amount calculated for the days of work in question.
4. All tasks shall be clearly listed on the monthly report. The SFWIB will verify that the information presented on the invoice corresponds with the monthly report. If a task is not listed on the monthly report, the Contractor will not be paid for the service. Failure to provide timely monthly reports shall be sufficient cause to immediately terminate the contract.
5. All monthly reports shall be delivered to the SFWIB for payment of the invoiced work.
6. The Contractor is responsible for preparing and submitting monthly reports.

### E. Level 2 Background Screening Requirement (Upon Award)

The SFWIB requires and the Contractor agrees to comply with all applicable federal, state and/or local laws, regulations or ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act (NCPA) of 1993, as amended, and as implemented by Sections 943.0542, 984.01(2), Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program.

The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must satisfactorily complete and pass a **Level 2** background screening before working, volunteering or doing any work for the Contractor related to the Contract. The Contractor shall furnish the SFWIB with proof that the employees, volunteers and subcontracted

personnel who will be working for the Contractor on this Contract satisfactorily passed a Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time. The Level 2 background screening shall be conducted upon the award of the Contract. The Level 2 background screening records shall be retained in accordance with the Contract and applicable law.

Unless otherwise agreed to in writing and signed by the SFWIB and Contractor, Contractor agrees to conduct Level 2 background screenings upon the award and renewal of all contracts.

The **Level 2** background screening shall include, but is not limited to, fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE) and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies.

- The Contractor shall not hire persons who have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction for any offense prohibited under any of the provisions of Section 435.04, Florida Statutes.
- The Contractor shall not hire persons who may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statute, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in Section 741.28 Florida Statute, whether such act was committed in this state or in another jurisdiction.

The Contractor shall make the decision to hire or retain persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by Section 435.04, Florida Statutes or other applicable law.

Any current employee, volunteer, or subcontracted personnel with criminal history information described above and as outlined in Section 435.04, Florida Statutes shall immediately cease working in any SFWIB-funded program. The Contractor, employees, volunteers and subcontracted personnel must comply with Sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law. The Contractor's failure to immediately terminate an employee, volunteer or subcontracted personnel for failure to comply with Sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law and report said termination to the SFWIB is grounds for a material breach and termination of the Contract, at the sole discretion of the SFWIB.

It is the responsibility of the Contractor to ensure that each current employee, volunteer, or subcontracted personnel provides **attestation**, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

It is the responsibility of the Contractor to provide an **Affirmation/Acknowledgement Form** to the SFWIB not later than thirty (30) days upon award of contract, which confirms the background screening was completed for all current employees, volunteers and subcontracted personnel. The Form must include the names of all person(s) screened, date of screening, and the employment decision made by the Contractor. The Contractor shall ensure during the hiring process all

prospective employees, volunteers and subcontracted personnel submit to a **Level 2** background screening as specified above.

## **F. Insurance Requirements**

1. The Contractor shall provide the SFWIB, prior to the execution of this Agreement, Certificates of Insurance or written verification (binders) required under this section or as determined by the SFWIB. Such insurance policies shall be in the amounts indicated in section 2 below.
2. Commercial General Liability Insurance - \$1,000,000 aggregate; this insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. The SFWIB shall be the certificate holder and also be named as an additional party insured with respect to this coverage.
3. Worker's Compensation Insurance shall be secured for all persons employed by the Contractor in an amount that is consistent with Chapter 440 of Florida Statutes.
4. Workers' Reemployment Assistance Insurance shall be secured for each person employed by the Contractor. This insurance shall be secured in an amount that is consistent with Federal and State laws.
5. All insurance certificates and policies secured by the Contractor shall be issued by companies authorized to perform such functions under the laws of the State of Florida.
6. All insurance certificates must list the SFWIB as "Certificate Holder" in the following manner:

South Florida Workforce Investment Board  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

7. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Agreement remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the Contractor shall be responsible for submitting new or renewed insurance certificates to the SFWIB prior to expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the SFWIB may suspend the Agreement until such time as the new or renewed certificates are received by the SFWIB in the manner prescribed herein; provided, however, that this suspended period does not exceed ten (10) calendar days. Thereafter, the SFWIB may, in its sole discretion, terminate this Agreement.

**Part VIII  
ATTACHMENTS**

**A. PROPOSAL PACKAGE CHECKLIST**

- |  |            |           |
|--|------------|-----------|
| <b>1. Proposal form typed or printed in ink?</b>   | <b>YES</b> | <b>NO</b> |
| <b>2. Vendor Questionnaire attached?</b>   | <b>YES</b> | <b>NO</b> |
| <b>3. Code of Business Ethics?</b>   | <b>YES</b> | <b>NO</b> |
| <b>4. Contractor Disclosure and Certification?</b>   | <b>YES</b> | <b>NO</b> |
| <b>5. Original W-9 Request for Taxpayer Identification Number &amp; Certification?</b>         | <b>YES</b> | <b>NO</b> |
| <b>6. Assurances and Certifications</b>  | <b>YES</b> | <b>NO</b> |
| a. Certification Regarding Debarment, Suspension, and Other Matters                            |            |           |
| b. Certification Regarding Lobbying  |            |           |
| c. Certification Regarding Drug-Free Workplace Requirements                                    |            |           |
| d. Non-Discrimination and Equal Opportunity Assurances   |            |           |
| e. Certification Regarding Public Entity Crimes  |            |           |
| f. Sarbanes-Oxley Act of 2002  |            |           |
| g. Association of Community Organization for Reform Now (ACORN) Funding Restrictions Assurance |            |           |
| h. Discriminatory Vendor List  |            |           |
| <b>7. Vendor's Authorized Agent/Representative has signed proposal?</b>                        | <b>YES</b> | <b>NO</b> |

\_\_\_\_\_  
Name of Business/Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/ State/ Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print or Type Name, Title

\_\_\_\_\_  
Telephone / Fax



**B. PROPOSAL FORM**

Having carefully read and understood all sections of this ITB, I/we agree to provide all labor and materials as per specifications for the following prices. I/we understand that the SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.

Please provide the information below:

<b>Company's Name</b>	
<b>Federal ID No.</b>	
<b>Mailing Address</b>	
<b>Telephone /Fax</b>	
<b>e-mail address</b>	
<b>Contact Person's name and Title</b>	

Do not include sales tax. Complete all areas on this form.

<b>Submit Response/Proposal on Company letterhead</b>
---

**AUTHORIZED AGENT'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**C. VENDOR QUESTIONNAIRE**

**INSTRUCTIONS**

Complete all areas on this form

1. Has your company been in business since July 2006 providing the same type of service under the same business name?      **YES**      **NO**
  
2. In the past twelve months has your company provided similar service within the State of Florida?      **YES**      **NO**
  
3. Complete all the areas below **if response to Item #2 is Yes**. (Please contact the references below prior to submitting your bid to ensure they will openly discuss your contract with the SFWIB's staff).

	<b>Company Name</b>	<b>Name of Contact Person <u>and</u> telephone number</b>	<b>consent to contact</b>
1			(circle one) SFWIB May Contact or May <u>not</u> contact
2			(circle one) SFWIB May Contact or May <u>not</u> contact
3			(circle one) SFWIB May Contact or May <u>not</u> contact

\_\_\_\_\_

Company Name

\_\_\_\_\_

Name and Title of Authorized Agent/Representative

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



**E. CONTRACTOR DISCLOSURE AND CERTIFICATION**

For purposes of the contract between the **South Florida Workforce Investment Board (SFWIB)** and \_\_\_\_\_ (Contractor), the following disclosure is made:

The principals\* and owners\*\* of the contracting entity:

\_\_\_\_\_ have no relative who is a member of the SFWIB;

\_\_\_\_\_ have a relative who is a member of the SFWIB, whose name is \_\_\_\_\_

There is / is not (circle one) a principal or owner who is a member of the SFWIB. If applicable, the principal's or owner's name is \_\_\_\_\_.

There is / is not (circle one) a principal or owner who is an employee of the SFWIB. If applicable, the principal's or owner's name is \_\_\_\_\_.

\* "Principal" means an owner or high level management employee with decision-making authority.

\*\* "Owner" means a person having any ownership interest in the contractor.

I hereby certify that the information above is true and correct.

\_\_\_\_\_  
Date filed

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title

## F. ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Respondent hereby certifies and assures that it will fully comply with the following:

- (a) **Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- (b) **Certification Regarding Lobbying (29 CFR Part 93)**
- (c) **Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- (d) **Non-discrimination and Equal Opportunity Assurances (29 CFR Part 37)**
- (e) **Certification Regarding Public Entity Crimes, Section 287.133 Florida Statutes**
- (f) **Sarbanes-Oxley Act of 2002**
- (g) **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- (h) **Discriminatory Vendor List (Section 287.134 Florida Statutes)**

By signing the agreement, the Respondent is providing the above assurances and certifications as detailed below:

(a) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Respondent certifies to the best of Respondent's knowledge and belief, to the following:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Respondent has not, within a three-year period preceding this application/proposal/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 Agreement 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. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)2. of this certification; and
4. The Respondent has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Respondent shall comply with the language of the certification with regards to Respondent's Subcontractors. Respondent shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall submit an explanation to the SFWIB attached to this form.

**(b) CERTIFICATION REGARDING LOBBYING.**

The Respondent certifies, to the best of the Respondent's 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 a Respondent, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Respondent shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose the same accordingly.

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 the Byrd Anti-Lobbying Amendment Section 1352, Title 31, U.S. Code. 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.

**(c) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

The Respondent assures and guarantees that Respondent shall comply with the Federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**(d) NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), the Respondent assures that Respondent will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

1. 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 gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), 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 WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;

7. Titles I, II and III (42 U.S.C. 12101 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Chapter 11A of the Code of Miami-Dade County which, among other things, prohibits discrimination in employment and places of public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression or sexual orientation.

The Respondent also assures that Respondent will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Respondent’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Respondent makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Respondent understands the United States has the right to seek judicial enforcement of this assurance.

**(e) CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133 Florida Statutes**

Respondent hereby certifies that neither Respondent, nor any person or affiliate of Respondent, has been convicted of a Public Entity Crime as defined in Section 287.133 Florida Statutes, nor placed on the convicted vendor list.

Respondent understands and agrees that Respondent is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

**(f) SARBANES-OXLEY ACT OF 2002**

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, Sections 1102 and 1107, set forth by the Act, the United States Code Title 18, Sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Respondent assures that the Respondent will comply with the Sarbanes-Oxley Act provisions as set forth below:

**Provisions of the Act – Title X1 – Corporate Fraud Accountability**

**Section 1102 – Tampering with a record or otherwise impeding an official proceeding** – “Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object’s integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both”.

**Section 1107 – Retaliation against Informants** – “Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any Federal offense, shall be fined under this title or imprisoned not more than 10 years, or both”.

**(g) ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)**

As a condition of an award, Respondent assures that Respondent will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**(h) DISCRIMINATORY VENDOR LIST**

The Respondent shall disclose to the SFWIB if Respondent appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**BY SIGNING BELOW, THE RESPONDENT CERTIFIES AND ASSURES THAT RESPONDENT WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH H, ABOVE.**

\_\_\_\_\_  
**Respondent Name**

\_\_\_\_\_  
**\*Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

**\*The signatory should be fully and duly authorized to execute agreements on behalf of Respondent named above.**



