



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

INVITATION TO BID (ITB)

FOR

**RECRUITING and PAYROLL SERVICES
(Contract July 1, 2016 through June 30, 2017)**

Release Date: April 13, 2016

**All proposals shall be submitted by 3:00 p.m. E.T., May 13, 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 Florida 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, which is 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, and state and local government agencies. The Board conducts its business in accord with federal and state laws, the Interlocal Agreement between Miami-Dade and Monroe Counties creating the SFWIB for Region 23 of the State of Florida, the SFWIB's By-Laws and its approved policies.

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

B. ITB Purpose

The SFWIB is seeking the services of a qualified recruiting, staffing and payroll services provider with expertise in recruiting, screening, referral and payroll processing. The Contractor must have the capacity to provide services that meet the needs of the SFWIB in the most cost-effective and efficient manner.

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	Wednesday	April 13, 2016	N/A
Solicitation Release Date	Wednesday	April 13, 2016	N/A
Deadline for Request for Clarification Inquiries	Tuesday	April 26, 2016	5:00 p.m.
Offerors' Conference	Monday	May 9, 2016	3:00 p.m.
Deadline for Receipt of Bids	Friday	May 13, 2016	3:00 p.m.
Public Review Forum	Wednesday	May 18, 2016	2:00 p.m.
Award Date	Monday	June 6, 2016	N/A
Delivery Date		By July 1, 2016	N/A

The SFWIB, in its sole discretion, reserves the right to revise this schedule when it is in the best interests of the SFWIB. Thus, it is the Respondent's responsibility to routinely check the SFWIB's website (www.careersourcesfl.com) for modifications to the schedule.

B. Method of Solicitation

In an effort to assure the greatest degree of open competition and to 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 not later than 5:00 p.m., **April 26, 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 under RFQ Q/A.

E. Offeror's 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 to be held on **May 9, 2016**, at the SFWIB Headquarters: 7300 Corporate Center Drive, (NW 19 Street), 5th Floor, conference room 2, Miami, Florida 33126.

The Offeror's Conference is the only forum available for Respondents to communicate questions and/or concerns to the SFWIB's staff and to receive responses to their questions and/or concerns. Except for information provided at the Offerors' Conference, the SFWIB's staff is prohibited from communicating with Respondents. Please note, oral answers given 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) under ITB Q&A.

PART III GENERAL SPECIFICATIONS

A. Services Solicited Under this ITB

The SFWIB seeks professional temporary staffing services to be provided on an as needed basis to support the goals and objectives of the SFWIB. 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

The Contractor selected to provide services specified below assures the SFWIB that the services (i) will be performed in a good workmanlike and professional manner, (ii) shall conform to generally prevailing industry standards and practices, and (iii) shall conform to SFWIB's expressed qualifications and attributes for any given assignment.

The Contractor shall provide the following services, which include, but are not necessarily limited to, the services described below:

- a. Referral of Qualified Candidates
 - i. Contractor shall recruit, screen, and assign its employees with the qualifications, training, formal education, licenses, skills, and abilities to perform the type of work described in each job description provided by the SFWIB.
 - ii. The SFWIB shall have the option to request from the Contractor more than one individual at a time to conduct an interview and to make a selection of the best qualified candidate for assignment with the SFWIB.
 - iii. In the event that any employee is found to be unqualified for his/her specific assignment, the SFWIB will notify the Contractor who shall dismiss such employee as requested by the SFWIB.
- b. On-board Processing
 - i. At the Contractor's expense, the hiring process shall include drug and alcohol testing of Contractor's employees prior to the acceptance and placement of any individual with the SFWIB.
- c. Job Descriptions
 - i. Hire individuals based on the job descriptions provided by the SFWIB and included in this solicitation.
- d. Payroll Data Processing
 - i. Process payroll data for transmission to the Contractor's payroll service.
 - ii. Contractor shall designate sufficient resources to insure payroll services are seamless, accurate and processed timely on a bi-weekly or weekly basis in conjunction with the needs of the SFWIB.
 - iii. Offer direct deposit and ensure direct deposits are posted to bank on pay date.
- e. Holidays
 - i. Contractor shall not provide any employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (County), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance.

- ii. Holidays shall be billed at the regular billing rates. No additional allowances will be given for Holidays worked.
- f. Reporting Requirements
 - i. Prepare payroll reports and provide to the SFWIB on a bi-weekly basis.
 - ii. Preparation in a timely manner all year-end payroll/tax processing report.
 - iii. Remit all payroll taxes to federal and state agencies on bi-weekly basis.
 - iv. Handle unemployment and workers' compensation claims involving employees.
- g. Timeframes
 - i. Contractor shall work and cooperate with the SFWIB to ensure on-boarding process coincides with the timeframes established by the SFWIB.
- h. Transition
 - i. The selected Contractor's transition process and timeline must be provided and acceptable to the SFWIB.

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 any 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 the service is required to begin on or by **July 1, 2016**.
2. Respondents must submit responses as indicated in the delivery method section of this ITB.
3. Bid opening shall be on **May 18, 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. Vendor must sign an agreement for a one (1) year period with the option to extend for two (2) additional one (1) year periods. Payment for all items will be made within thirty (30) days upon receipt of original invoice.
5. Vendor must completely fill-out, sign and return all required signatory pages within ten (10) calendar days of receipt of purchase order, agreement, or contract otherwise the SFWIB will exercise its option to cancel the award and proceed to select another vendor.
6. All quotes must indicate mark-up rate and bill rates with and without benefits. The bid price must be valid through **June 30, 2017**.
7. 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.
8. 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.
9. 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.
10. Any individual, corporation or other entity that attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation, or material misstatement, 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.
11. The SFWIB may hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.
12. 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.
13. This ITB does not establish an exclusive arrangement or employment between the SFWIB and Contractor.
14. The SFWIB endeavors to obtain the participation of small and minority businesses, and women's business enterprises.

PART V VENDOR REQUIREMENTS

The vendor must meet all requirements under this bid in order to be considered. After opening bids for verification purposes, the SFWIB may require additional proof of satisfaction of the ITBs. Failure to provide additional required verification within 24 hours from request may result in your company 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., **May 13, 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.

The bidder's authorized agent must sign proposal. **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's 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 **May 18, 2016** at the SFWIB Headquarters: 7300 Corporate Center Drive, (NW 19 Street), 5th 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 same service. (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 three (3) responsive/responsible vendors.

E. Appeal Process

Respondents will be advised of the SFWIB's appeal process at the time of 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. Additional Job Descriptions

The SFWIB may add or delete job descriptions at the option of the SFWIB. The SFWIB and Contractor shall agree that any additions or deletions will be agreed to through a modification to the original Agreement signed by the SFWIB and Contractor.

E. Drug and Alcohol Testing Requirement

The Contractor must provide proof of drug and alcohol testing to the SFWIB prior to the assignment of Contractor's employee with the SFWIB. The Contractor shall bear all costs associated with drug and alcohol testing.

F. Employment Eligibility Verification

Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Contractor shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and,

Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

If the Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

G. Holidays

For official holidays observed by Miami-Dade County, the Contractor shall not provide such services unless approved in writing by the SFWIB. Holidays shall be billed at the regular billing rates. No additional allowances will be given for Holidays worked.

H. 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 the 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.

I. Level 2 Background Screening Requirement

Prior to acceptance of Contractor's employees, the SFWIB, at its own expense, will conduct a comprehensive criminal background check by accessing the Florida Department of Law Enforcement's (FDLE) Volunteer and Employee Criminal History System (VECH).

J. Overtime

Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the assigned employee has worked 40 hours in a week.

Part VIII
ATTACHMENTS

A. PROPOSAL PACKAGE CHECKLIST

- | | | | |
|----|--|-----|----|
| 1. | Proposal Form typed or printed in ink? | YES | NO |
| 2. | Vendor Questionnaire attached? | YES | NO |
| 3. | Code of Business Ethics? | YES | NO |
| 4. | Contractor Disclosure and Certification? | YES | NO |
| 5. | Original W-9
Request for Taxpayer Identification Number & Certification? | YES | NO |
| 6. | Assurances and Certifications? | YES | NO |
| | 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 Vendors Lists | | |
| 7. | Vendor's Authorized Agent/Representative has signed proposal? | YES | NO |

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 transportation to fulfill the specified job descriptions. 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:

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

Complete and Submit the Pay Rate Table, Exhibit A
Do not include sales tax

AUTHORIZED AGENT'S SIGNATURE: _____ **DATE**_____

Job Description (1)

Account Clerk

Duties and Responsibilities

- Performs bookkeeping and clerical work pertaining to the maintenance of accounting or fiscal records.
- Performs bookkeeping operations in coding invoices.
- Receives and reviewing reimbursement package.
- Verifies reimbursement packages to assure required documentation was submitted.
- Contacts service providers to obtain receipts, signatures, and related paperwork.
- Corrects any discrepancies & reviewing for completeness.
- Assists with other duties such as reviewing and approving close-outs.
- Performs other work related duties as required.

Required Training and Experience

- Associate's degree in Accounting from an accredited college or university.
- Experience may substitute for education on a year for year basis.
- Experience with creating spreadsheets.
- Experience with Fund Accounting and budgets.
- Must pass background screening.

Job Description (2)

Accountant 1

Duties and Responsibilities

- Performs bookkeeping and clerical work pertaining to the maintenance of accounting or fiscal records.
- Reconciles and analyzes the monthly payroll, including, but not limited to retrieving employees' timesheets and allocating payroll costs accordingly.
- Reviews agency budgets, researching reasons for differences between actual expenditure and budgets.
- Analyzes expenditure rates and patterns.
- Compiles and analyzes the monthly Financial Reports.
- Prepares and completes the monthly cost allocations.
- Performs pre-auditing of fiscal documents for completeness, accuracy, and compliance with SFWIB defined policies and procedures, as well as governmental regulations.
- Maintains accounting records such as monthly account reconciliations and analysis of all balance sheet accounts.
- Assists with annual financial audits and State fiscal monitoring.
- Receives and reviews service provider reimbursement packages.
- Verifies the receipt, accuracy, and completeness of documentation submitted by the service provider.
- Contacts service provider to obtain signatures, forms, and related paperwork not submitted in the reimbursement package.
- Corrects any discrepancies noted during the review process.
- Reviews budgets and budget modifications received from the service provider.
- Maintains accounting records relating to the service providers' actual expenditures, and entering budgets in the accounting system.
- Reviews and approves close-outs.
- Trains and assists subordinate Account Clerks as necessary.
- Assists supervisors with more complex accounting activities.

Required Training and Experience

- Bachelor's degree in Accounting from an accredited college or university and one (1) year of professional accounting experience; or a Bachelor's degree to include 21 semester credits in Accounting; or completion of 21 semester credits in Accounting and four (4) years of accounting or bookkeeping experience.
- Experience with creating spreadsheets.
- Experience with Fund Accounting and budgets.
- Must pass background screening.

Job Description (3) Business Consultant

Duties and Responsibilities

- Coordinates business training services.
- Acts as intermediary between businesses and Service Provider to establish and maintain cooperative relationship.
- Maintains a well-defined marketing plan of action to market the services of the SFWIB effectively and to assess the needs of the business to assist in its growth.
- Attends, exhibit, and present at conferences, trade associations, and events.
- Coordinates special recruitments for businesses.
- Coordinates opportunities for program customers through established relationships with businesses in Miami-Dade and Monroe Counties.
- Promotes initiatives enacted by the SFWIB Economic Development and Industry Sector Committee.
- Provides follow-up services to businesses to assess satisfaction with services received.
- Promotes high-skill, high-wage employment opportunities which meet the self-sufficiency standard for the region.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in business, public relations, marketing, economics, or related field from an accredited university or college is required.
- Two years of experience in business i.e. marketing, public relations, or economic development.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass background check.

Job Description (4) Career Advisor

Duties and Responsibilities

- Conducts orientations to individuals participating in one of the workforce programs; providing information about the services, requirements, or procedures associated with the program they qualify for or are seeking assistance.
- Interviews individuals to compile information on educational, social, criminal history.
- Makes referrals to available community and program resources such as housing, food, clothing, school programs and vocational opportunities.
- Assists individuals in conducting a job search, with resume writing, interviewing techniques, and related skills.
- Coordinates and monitor services, including comprehensive tracking of customer activities in relation to their personalized career plan.
- Coordinates services and ensure customers receive appropriate services.
- Ensures accuracy and completeness of customer file management.
- Performs necessary case record documentation, paperwork and record keeping.
- Coordinates with Job Placement Specialist as appropriate for the development of customer employment opportunities and job placement.
- Enters all relevant data (case management notes, job placement, follow-up etc.) into computer tracking system. Perform the day-to-day inputting of data into the One Stop System Tracking (OSST), Employ Florida Marketplace (EFM) system.
- Conducts follow-up with customers and employers and maintain case records relative to employment retention.
- Performs related duties as assigned, which may require assisting with “Rapid Response” activities for mass layoffs and company closings or assisting in other programs such as the Disability program.

Required Training and Experience

- Bachelor’s degree in Psychology, Social Science, Education or related field from an accredited college or university is required.
- One year of customer service experience.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Excellent verbal and written communication skills.
- Proficient with Microsoft Office applications.
- Must pass background check.

Job Description (5) Center Director

Duties and Responsibilities

- Ensures attainment of operational and contractual requirements for the Career Center and perform on-going monitoring on the achievement of performance goals.
- Assigns and maintains work schedule for staff and ensure that staff availability is sufficient to meet the needs of customers of specified program(s).
- Performs monitoring to determine accuracy of paperwork, eligibility documentation and the provision of timely and appropriate services.
- Monitors customer case files for eligibility documentation where appropriate, and accuracy of paperwork and provision of timely and appropriate services.
- Coordinates provision of services with partner agencies.
- Oversees the collection and analysis of customer satisfaction data.
- Oversees center activities, such as job fairs for customers and employers.
- Ensures accuracy of customer financial information, preparation of purchase orders, certification of vouchers and review of invoices.
- Ensures that appropriate referrals to training opportunities such as Individual Training Accounts (ITAs) or On the Job Training (OJT) are being done as required.
- Develops and implement Quality Assurance/Improvement strategies.
- Ensures the Career Center's compliance with all applicable federal, state, and local policies, procedures and regulations.
- Supervises, hire and train new staff.
- Attends community meetings and ensures staff has current information on services.
- Represents the agency at meetings and conferences.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in Business or Public Administration, or Human Resources, or related field.
- Master's degree is preferred.
- Four years of management and supervisory experience to include experience in workforce development, economic development, or human resources.
- Proficient with Microsoft Office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Creole or English/Spanish) is preferred.

Job Description (6)

Community Services Specialist

Duties and Responsibilities

- Performs services to obtain work experience sites for program participants.
- Conducts site visits to non-profit organizations, community and faith based organizations, and county, state and federal government agencies (referred to as providers) to develop work experience sites that are designed to provide participants with non-paid, job training experience.
- Discusses the Community Service Work Experience Program Agreement with the providers and explains the benefits of having a signed Agreement.
- Completes and signs required copies of the Agreement and ensures the corresponding job description is signed and attached. original copies are distributed to the Provider, SFWIB Administration and the local Unit.
- Conducts monthly follow up visits with the Providers to collect the time sheets and to discuss the participants' involvement and performance on the work-site.
- Conducts research in the Sntax and FLORIDA computer systems to verify employment.
- Enters information and case notes in the One Stop Service Tracking system (OSST) computer system.
- Performs other work related duties as required in a "seamless" service delivery system.

Required Training and Experience

- Associate's degree from an accredited college or university is required.
- One year customer service experience.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Valid Driver's License.
- Must pass background screening.

Job Description (7)

Customer Service Representative

Duties and Responsibilities

- Greets and assists job seekers in the resource room, information desk, orientation, and in other assigned activities and make referrals to the appropriate place or person within the center when required.
- Provides customer assistance in the areas of work registration, resume preparation, job search, internet browsing and e-mail applications.
- Monitors Resource Area and ensure that customer has access to appropriate information and equipment to complete orientation and work registration Employ Florida Marketplace (EFM) and Initial Assessment Application (IAA), as well as conduct career and occupational exploration.
- Directs and provides information to customers regarding services and procedures and make referrals to the appropriate place or person within the center once customer has completed orientation and work registrations, when required.
- Maintains all customer records that receive orientation, work register in EFM and IAA, as well as other Resource Area transactions and prepare routine and ad hoc activity reports for management, as required.
- Provides general and program orientations.
- Provides back-up and assistance to other Career Center staff, as appropriate to individual position objectives and requirements to include, but not limited to processing Customer Satisfaction Surveys.
- Operates a variety of office equipment including personal computer, copy machine, and fax machine.
- Troubleshoots problems related to internet browsing and/or equipment use.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university is required.
- One year of customer service and/or sales experience.
- Proficient with Microsoft Office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) preferred.
- Must pass background check.

Job Description (8) Employer Specialist

Duties and Responsibilities

- Identifies businesses and industries to develop job placement opportunities for jobseekers and convert these opportunities into job orders for jobseekers.
- Identifies and develop employment opportunities for program customers.
- Coordinates community service and work experience worksites.
- Coordinates with employers' on-site recruitments and pre-screenings.
- Develops and manages On the Job Training (OJT) agreements with businesses in the Region.
- Works with employers to develop OJT and customized training in demand driven occupations.
- Provides leads to Business Consultants for those companies who may be interested in information on tax credits and financial incentives for available training services such as Employed Worker Training Program (EWTP) and OJT.
- Coordinates with staffing agencies and other organizations that provide placement services to ensure adequate employment opportunities exist for job seekers and program customers.
- Tracks career center placements and implement initiatives to increase placement outcomes.
- Organizes and collaborates on recruitments with Career Advisor and other program staff.
- Works with program Career Advisors to place program customers.
- Participates in business and trade organizations that promote workforce and economic development.
- Attends training opportunities that will enhance job related skills and program specific training.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in business, public relations, marketing, human resources, or related field from an accredited college or university is required.
- Two years of experience in workforce development or business i.e. marketing, public relations, or economic development.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass background check.

Job Description (9)

Military Family Employment Advocate

Duties and Responsibilities

- Responsible for assisting military spouses and families in becoming gainfully employed.
- Provides and facilitates workforce services to active-duty military spouses and families, including registration, interviewing, assessment, counseling, job referrals, job development referrals, job search and placement assistance, resume assistance, labor market information, employability skills workshops and job clubs.
- Conducts special targeted workshops designed specifically to meet the needs of military spouses and families.
- Promotes the entry of military spouses into education, training and certification/licensure programs, and other critical needs occupations (i.e. healthcare, teaching occupations, etc.).
- Through coordination with the Department of Defense (DOD) Family Support/Service Centers and Transition Assistance programs (TAP), identifies military spouses and families for workforce services; directs military spouses and families into Florida's workforce system and available workforce services; Contact DOD Spouse Employment Contacts to promote the employment and training of military spouses; attend and participate in Spouses Newcomers Briefings and other special events for military spouses for the purpose of outreach and recruitment for workforce services.
- Contacts employers, chambers of commerce, economic development units and Regional Workforce Boards to promote the Military Family Employment Advocacy Program and develop employment, training, licensure/certification/credentialing opportunities for military spouses and families; facilitate Employer Job Fairs for military spouses and families; serve as a member of the Employer Services Team; work closely with the Career Center's Public Relations and Outreach Specialist to design and implement an Outreach plan for spouses.
- Serves as the Regional Workforce Board and Career Center's liaison with the local military base, National Guard /Reserve units on behalf of military spouses and family employment issues.
- Serves as the RWB's designated advocate for the employment of military spouses and families.
- Trains Career Center Managers and staff on the unique employment needs of military spouses and families.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university is required.
- Proficient with Microsoft Office applications.
- Bilingual communication skills (English/Spanish or English/Creole) are preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass background screening.

Job Description (10)

Outreach Specialist

Duties and Responsibilities

- Conducts home visits to program customers in order to re-engage participation.
- Works with Career Advisors to place program participants in appropriate activities.
- Collaborates with staff to report results of re-engagement of customers.
- Facilitates services to customers to remove barriers that affect the customers' ability to participate in program services.
- Organizes and collaborate with staff to develop worksites for customers assigned to community service, work experience, or OJT to fill job openings.
- Visits worksites to supervise customers' activities and collect attendance logs.
- Travels within an assigned area to provide employment services to customers.
- Conducts follow-up service visits and document outcome of outreach in case file and in the required Management Information System (MIS).
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in education, psychology, or related field.
- One year of workforce programs experience, which includes customer service experience.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass background screening.

Job Description (11) Placement Specialist

Duties and Responsibilities

- Develops community/work experience sites for the Temporary Assistance for Needy Families (TANF/RET) program to include expanding employer bases to provide Refugee clients with new opportunities including the promotion of On- the- Job Trainings.
- Develops unsubsidized employment, community/work experience sites and on-the-job training agreements for the TANF/RET case load.
- Expands employer base to provide TANF/Refugee clients with new opportunities, marketing employer incentives.

Required Training and Experience

- Bachelor's degree in Business, Public Relations, Marketing, Human Resources, or related field from an accredited college or university is required.
- Two years of experience in the business sector, sales, or marketing.
- Computer knowledge required (proficient in Microsoft Office applications).
- Excellent verbal and written communication skills.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Bilingual (English/Spanish or English/Creole) preferred.
- Must pass background check.

Job Description (12) Program Specialist I

Duties and Responsibilities

- Provides assistance to the Career Center staff with routine typing and clerical work.
- Assists Career Center staff with follow-up activities and obtain Initial Assessment Application (IAA) updates.
- Meets the public and give non-technical information.
- Sorts and files correspondence, reports, or other materials numerically or alphabetically.
- Computes data and perform data-entry.
- Uses fax, typewriter, copy machine and other office equipment, as needed.

Required Training and Experience

- High school diploma or GED is required.
- One year experience in the analysis and evaluation of workforce development programs.
- Computer knowledge required (proficient Microsoft Office applications).
- Communication Skills (speak, read, and write in English) required.
- 1 year experience in Customer Service required.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass background check.

Job Description (13) Program Specialist II

Duties and Responsibilities

- Responsible for determining eligibility for assistance in an employment or training program.
- Meets with the public and provides technical information.
- Conducts interviews and obtain information necessary to establish eligibility under existing eligibility criteria; apply local, state & federal policies and procedures to determine eligibility.
- Verifies information received.
- Maintains case file and management of data entry for program systems.
- Completes records indicating type of services authorized.
- Performs other duties as assigned.

Required Training and Experience

- Associate's degree from an accredited college or university is required.
- Two (2) years of Workforce Programs experience required.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- 1 year Experience in Customer Service is required.
- Bilingual (English/Spanish or English/Creole) preferred.
- Required to have Workforce Programs Eligibility Certification.
- Must pass background check.

Job Description (14)

RET Intake Worker

Duties and Responsibilities

- Interviews and performs intake assessment on prospective participants.
- Receives and reviews forms, documents, and identification required for determination of eligibility for services.
- Conducts orientation information and referrals.
- Maintains application flow log of potential participants.
- Completes various forms and documents essential to the intake process and for eligibility determination.
- Conducts initial interview.
- Processes support services forms and input information into SAMS.
- Inputs data into the ORACLE system, as required.
- Completes Assessment and input into SAMS, as required.
- Performs other duties as assigned.

Required Training and Experience

- High school diploma or GED is required.
- Two (2) years of experience working with economically disadvantaged clients, community based organizations or other social service agencies, preferably with refugee population Education may substitute for the required experience on a year for year basis.
- Experience working with a refugee-funded program is preferred.
- Valid Driver's License.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Must pass background check.

Job Description (15)
Trade Adjustment Assistance (TAA) Coordinator

Duties and Responsibilities

- Assists dislocated workers in becoming gainfully employed.
- Interviews and assesses customer's needs and provide service or referrals as appropriate.
- Uses standardized counseling techniques to assist special groups and or individuals eligible under the Trade Adjustment Assistance Act or as a dislocated worker in deciding on vocational goals, availability of training and employment goals, and makes referrals to appropriate Career Center's for training.
- Refers customers to job openings, and other employment related services.
- Determines potential and eligibility for and/or participation in special programs.
- Assists in the development of career-laddering programs, job descriptions, and related advancement opportunities.
- Conducts eligibility screenings of participants.
- Provides referrals to community based organizations specializing in providing needed assistance.
- Utilizes network of established employment and/or training opportunities with local business leaders and community organizations.
- Assists with conducting transition sessions with employers and workers affected by layoffs or business closures.
- Assists in the development and delivery of training programs to staff working in the Career Centers/Refugee Centers.
- Assesses and refer customers to services and programs.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university is required.
- One year experience in job placement assistance and referral.
- One year experience in eligibility determination.
- Proficient with Microsoft Office applications.
- Bilingual communication skills (English/Spanish or English/Creole) are preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass background screening.

Job Description (16)

Workforce Program Supervisor

Duties and Responsibilities

- Responsible for the day-to-day oversight of one of an adult employment & training program under the welfare transition act, workforce investment act, supplemental nutrition assistance program or other workforce program.
- Evaluates programs' effectiveness and ensure that operational and contract requirements are met.
- Monitors customer case files for eligibility documentation where appropriate, and accuracy of paperwork and provision of timely and appropriate services and identify need for technical assistance.
- Assists Career Center Director in setting goals for individual employees and evaluation of employee performance.
- Monitors and analyzes performance on an ongoing basis, and report progress made towards performance goals to management and implement Quality Assurance/ Improvement strategies.
- Assists Career Center Director in assigning and maintaining work schedule for staff and ensure that staff availability is sufficient to meet the needs of the customers of specified program(s).
- Supervises, hire, and train new staff.
- Ensures proper coordination of specified programs for training opportunities such as, On-the-Job Training (OJT) and Customized Training.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in business, public administration, or human resources, or related field.
- Two years of supervisory experience to include experience in workforce development, economic development, or human resources.
- Proficient with Microsoft Office applications.
- Excellent verbal and written communication skills.
- Bilingual (Spanish and/or Creole) preferred.
- Must pass background check.

Job Description (17)

Workshop Facilitator

Duties and Responsibilities

- Responsible for providing workshop and coordinating training activities.
- Conducts Orientation Workshop for groups on employability skills, Job Readiness Workshops, or similar in-house training.
- Coordinates trainings and workshops with various agencies.
- Completes work registration.
- Tracks client participation and follows up.

Required Training and Experience

- Bachelor's degree in Psychology, Social Science, Education or related field from an accredited college or university is required.
- Proficient in Microsoft Office applications.
- One (1) year of instructional experience, in curriculum design, designing lesson plans, or related experience.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass background check.

Job Description (18)

Youth Program Specialist

Duties and Responsibilities

- This position will carry out duties and functions in direct support of organizational responsibilities.
- Provides and assist the participant in progressing through the program services, and activities, including: recruit and interview participants to determine program eligibility, meet with participants to explain the program, intake, assessment, pre-employment skills, development and completion of Individual Service Strategy, counseling, data entry, worksite development and monitoring of worksites, assignment of youth at worksites, time and attendance record keeping, payroll and etc.
- Carries out all tasks necessary to enable the participant to complete paperwork for the eligibility determination process, and work readiness skills training.
- Assists the participant in securing the appropriate internship occupation of interest. Assist the participant as needed to ensure motivation and continuation in program, and provide counseling and other assistance to maximize the chances for the participant to complete all internship hours.
- Develops worksites, conduct worksite visits, meet with employers to introduce program requirements, and provide clarification on issues and concerns about the program. Plan, schedule and conduct monitoring visits of worksites on a systemized basis to assure worksite compliance. Interfaces with employers to provide technical support, guidance and training as required.
- Enters participant data in the state's management reporting system.
- Manages and maintain participant case files.
- Provides reports on a weekly/monthly or on an as needed basis.
- Performs other related tasks as assigned.

Required Training and Experience

- Bachelor's degree in Business/Public Administration or related field.
- One (1) year of experience in determining eligibility for social service program assistance, or eligibility for employment & training program, or similar experience determining eligibility of youth or adults, or similar public contact experience is required.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills are required.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass background check.

PAY RATE TABLE

	Job Title	Hourly Pay Rate	Rate without Benefits		Rate with Benefits	
			Mark-up Rate	Billing Rate	Mark-up Rate	Billing Rate
1	Account Clerk	\$13.11				
2	Accountant 1	\$19.25				
3	Business Consultant	*\$15.82 – \$26.52				
4	Career Advisor	\$16.83				
5	Career Center Director	*\$26.52 – \$44.52				
6	Community Service Specialist	\$16.83				
7	Customer Service Representative	\$10.00				
8	Employer Specialist	*\$15.10 – \$25.34				
9	Job Placement Specialist	*\$12.80 – \$22.21				
10	Military Family Employment Advocate	\$21.32				
11	Outreach Specialist	*\$11.96 – \$20.44				
12	Program Specialist I	\$13.11				
13	Program Specialist II	\$15.65				
14	RET Intake Worker	\$11.06				
15	TAA Coordinator	\$21.32				
16	Workforce Program Supervisor	*\$17.68 – \$33.69				
17	Workshop Trainer	\$16.83				
18	Youth Program Specialist	\$16.00				

*rate of pay commensurate with experience

C. VENDOR QUESTIONNAIRE

INSTRUCTIONS

Complete all areas on this form

1. Has your company been in business since July 2012 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).

	Company Name	Name of Contact Person <u>and</u> telephone number	consent to contact
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

D. CODE OF BUSINESS ETHICS AFFIDAVIT

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for the contract award.

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____-____/____/____/____/____/____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

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 it 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 (c) 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 XI – 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.**