



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

REQUEST FOR PROPOSAL (“RFP”)

FOR

Business Services Intermediaries (September 16, 2024 – June 30, 2026)

Release Date: July 8, 2024

**All proposals shall be submitted by 5:00 p.m. E.T., on August 16, 2024,
at South Florida Workforce Investment Board Headquarters,
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126**

TABLE OF CONTENTS

	Page
PART I. INVITATION A. SOUTH FLORIDA WORKFORCE INVESTMENT BOARD (SFWIB) BACKGROUND B. RFP PURPOSE C. DEFINITIONS	4
PART II. CALENDAR AND PROCESS A. SOLICITATION TIMETABLE B. METHOD OF SOLICITATION C. CONE OF SILENCE D. REQUEST FOR CLARIFICATION E. OFFERORS' CONFERENCE	5-6
PART III. PROPOSAL FORMAT & SUBMISSION A. FORMAT, CONTENT AND ORGANIZATION B. PROPOSAL SUBMISSION GUIDELINES C. DUE DILIGENCE REQUIREMENTS	7
PART IV. SPECIFICATIONS A. SERVICES SOLICITED UNDER THIS RFP	8-9
PART V. EVALUATION AND SELECTION A. CRITERIA FOR REVIEW B. EXPERIENCE/CAPABILITIES C. KEY PERSONNEL D. COST PROPOSAL E. DUE DILIGENCE-SELF ASSESSMENT EVALUATION F. CONTRACT AWARD G. APPEAL PROCESS	10-12

PART VI. TERMS AND CONDITIONS	13
PART VII. CONTRACTUAL SPECIFICATIONS	14-20
A. INDEMNIFICATION	
B. CLEAN AIR ACT AND WATER POLLUTION ACT	
C. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION	
D. EMPLOYMENT ELIGIBILITY VERIFICATION	
E. CURRENT YEAR CORPORATE REGISTRATION	
F. CORPORATE/BOARD RESOLUTION/LLC AFFIDAVIT	
G. INSURANCE REQUIREMENTS	
H. FINANCIAL CAPACITY	
I. HOLIDAYS	
J. OVERTIME	
K. LEVEL 1 BACKGROUND SCREENING REQUIREMENTS	

PART I INVITATION

A. South Florida Workforce Investment Board Background

The South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB,” “CareerSource,” or “Board”), Local Workforce Development Board (“LWDB”) Local Workforce Development Area (“LWDA”) 23 (Miami-Dade and Monroe Counties), is one of 24 LWDBs in the state of Florida. Through its network of CareerSource centers located across Miami-Dade and Monroe Counties, 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 composed 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 accordance with federal and state laws, the Interlocal Agreement that created the SFWIB for LWDA 23 of the state of Florida, and the SFWIB’s by-laws and approved policies.

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

B. RFP Purpose

As described in this RFP, the SFWIB is seeking the services of multiple economic development and similar style agencies in the local Miami Dade County area to provide an array of Lay off Aversion and Business Services strategies to businesses within the Local Workforce Board area. The respondent(s) must have the capacity to provide services that meet the needs of the SFWIB in the most cost effective manner, which may include in person. The best-qualified respondent(s) will be determined upon review of the responses submitted, which will also be the basis for contract negotiations.

C. Definitions

“Contractor” means the firm(s) that is selected and subsequently awarded a contract under this RFP.

“Respondent” means a company, business, firm, agency, etc., that submits a proposal in writing to the SFWIB in response to this RFP.

“Business Intermediary” means a company, firm or agency that provides Business Services related activity on behalf of CSSF as an extension of the agency’s Business Services Team.

“Short Term Training” provides an opportunity to develop or expand a specific skill to grow employment opportunities. These programs frequently adjust to the changing demands of the job market.

“Customized Training” Training that is designed to meet the special requirements of an employer or group of employers usually within a specific field or area of focus.

“Employed Worker Training” is a grant that provides funding for customized training to assist a business interested in upgrading the skills of their existing workforce.

PART II CALENDAR AND PROCESS

If your agency is interested in providing a proposal, please read the following information carefully and submit the proposal as directed herein no later than the proposal deadline listed below:

A. Solicitation Timetable

RFP Events	Date	Time
Solicitation Release Date	July 8, 2024	N/A
Deadline for Request for Clarification Inquiries	July 22, 2024	11:00 p.m.
Offerors’ Conference	July 26, 2024	11:00 a.m.
Deadline for Receipt of Proposals	August 16, 2024	5:00 p.m.
Public Review Forum	August 23, 2024	11:00 a.m.
SFWIB Executive Board Meeting	September 12, 2024	08:30 a.m.
Award Date / Letter of Intent	September 16, 2024	N/A

The SFWIB, in its sole discretion, may change the schedule provided in the solicitation timetable, without further notice. Thus, the respondent must routinely check the SFWIB’s website (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 RFP is being used as the method of solicitation.

Notice of the RFP will be published in the LWDA’s major newspapers and distributed via e-mail to local economic development agencies, business service agencies and local chambers of commerce. Upon its release, the RFP and all accompanying attachments will be published on the SFWIB’s website.

C. Cone of Silence

All respondents to this RFP are subject to the “Cone of Silence,” which applies to solicitations and prohibits ex parte communications. Specifically, the “Cone of Silence” prohibits communications regarding this solicitation between a current or potential contractor and any SFWIB member, SFWIB staff person, 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 proposal.

D. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB’s liaison, Robert Smith at Robert.smith2@careersourcesfl.com not later than the deadline indicated in the RFP timetable.

Oral requests for clarification shall not be accepted. The SFWIB may reject any or all requests for clarification, in whole or in part. 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 this RFP’s Q&A.

E. Offerors' Conference

An Offerors' Conference will be held to afford respondents an opportunity to communicate questions and/or concerns relevant to the RFP. Although attendance is not required, all potential respondents are strongly encouraged to attend. The conference is scheduled as indicated in the RFP timetable via zoom. Please refer to the CareerSource website for more details at [RFQs / RFPs / ITNs | CareerSource South Florida \(careersourcesfl.com\)](https://www.careersourcesfl.com).

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. Clarifications or modifications to the RFP shall only be made by written addenda to the RFP.

Answers to relevant questions during the conference will be posted on the SFWIB's website (www.careersourcesfl.com) under RFP Q&A.

INTENTIONALLY LEFT BLANK

PART III PROPOSAL FORMAT & SUBMISSION

The respondent(s) must meet all requirements under this RFP in order to be considered. After opening the proposals, and upon vendor selection, for verification purposes, the SFWIB may require additional proof of satisfying the RFP's requirements. Failure to provide additional required proof within seventy-two (72) hours from the request may result in the vendor being deemed non-responsive.

A. Format, Content and Organization

All proposal responses must be typed in 12 point pitch Arial font style. Narrative responses to each proposal requirement must be clearly explained.

All proposal packages must be assembled in the following format:

1. Vendor Data Form, Attachment 1
2. Experience/Capability
3. Key Personnel, Attachment 2
4. Cost Proposal Worksheet
5. Due Diligence – Self Assessment Evaluation Form, Attachment 10 - Required within five business days if selected.
6. Checklist for Submitting Operational Documents - Required within five business days if selected.
7. ALL Operational Documents - Required within five business days if selected.

B. Proposal Submission Guidelines

One (1) set of sealed proposals and three (3) thumb drives are required to be submitted not later than the deadline indicated in the RFP timetable. Proposal packages shall be delivered to the address set forth on the cover of this RFP. The SFWIB shall not accept any modifications to any submitted proposal package after the submission deadline. **Any proposal package arriving after the deadline will not be accepted by the SFWIB and will be returned, unread, to the sender. No proposal package will be accepted via electronic mail or facsimile.**

The Proposal Form must be legible. All changes must be crossed out and initialed in blue ink. Failure to comply with these requirements may cause the proposal to be rejected. The respondent is responsible for ensuring the documents are **NOT** password protected.

All proposals must be signed in the places indicated in this RFP by the individual authorized to sign contracts and bind the organization. **FAILURE TO SIGN ANY FORM WHICH PERTAINS TO THIS RFP SHALL RENDER THE PROPOSAL NON-RESPONSIVE.**

One (1) set of sealed proposals and three (3) thumbs drives must be submitted **via regular mail or hand delivery** to the SFWIB Headquarters: CareerSource South Florida, 7300 Corporate Center Drive, Reception Desk, Suite 500, Miami, Florida, 33126 by the deadline as provided in the solicitation timetable of this RFP.

C. Due Diligence Requirements

Respondent(s) should be prepared to submit **one original** Due Diligence – Self Assessment Evaluation

form notarized (Attachment 10) within five business days of selection.

PART IV SPECIFICATIONS

The SFWIB is seeking professional organizations capable of providing Business Services to include but not limited to rapid response and layoff aversion assistance to local businesses.

The Respondent selected to provide the 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 Respondent selected will enter into an agreement with the SFWIB effective November 2023 through June 30, 2024, with the option to renew for two (2) additional one (1) year periods, in the SFWIB's sole discretion.

A. Services Solicited Under this RFP

The Contractor shall provide the following service(s):

1. Respondent shall conduct industry sector labor market research and analysis in collaboration with their respective committees to identify labor concerns and challenges in areas of talent recruitment, employee retention and layoffs.
2. Respondent shall host events (business roundtables, seminars, etc.) focused on local businesses to gain insight on talent concerns, skill gaps, and staff retention.
3. Respondent shall use their committee structure to capitalize on valuable business partnerships and networking opportunities to increase the publicity of CareerSource South Florida in the business community, thus facilitating the connection of talent to local businesses.
4. Respondent shall connect businesses with CareerSource South Florida for training opportunities (apprenticeships, incumbent worker training, customized training, etc.) and financial resources (wage incentives, tax credits, etc.) to assist the business with employee retention.
5. Respondent shall identify strategies to retain talent and reduce the loss of talent as a result of mass relocation to other areas.
6. Respondent shall identify any additional resources and/or services they foster through their relationships with local organizations to help save labor costs.
7. Respondent shall have the ability to serve business in Spanish as well as English.

The Business Intermediary shall meet the following performance requirements

1. Hold at least one (1) quarterly event to convene businesses to focus on labor concerns, talent skill gaps, and retention. Event examples include business roundtables, seminars, etc.
2. Contribute to at least one (1) quarterly job fair for businesses to assist in fulfilling labor needs.
3. Submit a monthly report to identify the following:
 - The number of businesses served to include business name and contact information
 - The number of Level 1 (see definitions) services provided
 - The number of Job Orders obtained as a result of providing Level 1 services
 - The number of businesses in attendance at event(s) to include business name and contact information

INTENTIONALLY LEFT BLANK

**PART V
EVALUATION AND SELECTION**

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 RFP is complete. Incomplete proposals or those not satisfactorily addressing each requirement of the RFP may be disqualified as non-responsive. During the evaluation process, the SFWIB may or may not consider additional information submitted with proposals.

The evaluation process will be conducted in a thorough and impartial manner at a publicly noticed selection committee meeting (“Public Review Forum”) held in accordance with the Florida Public Meetings Law, scheduled via zoom. Please refer to CareerSource website at [RFQs / RFPs / ITNs | CareerSource South Florida \(careersourcesfl.com\)](https://careersourcesfl.com). Respondents are encouraged to attend the Public Review Forum.

A. Criteria for Proposal Review

The table below displays the maximum points the respondent may earn per proposal component.

Experience/Capabilities	50 points
Key Personnel	25 points
Cost Proposal	20 points
Due Diligence – Self Assessment Evaluation	5 points
TOTAL	100 points

The SFWIB may reject any and all responses or portions thereof. The SFWIB may withdraw this solicitation or any portion thereof at any time without prior notice. The SFWIB is not responsible for any costs incurred for responses to this solicitation, including but not limited to the costs incurred in preparing the proposal responding to this solicitation.

B. Experience/Capabilities

Respondent must provide the following as part of its proposal:

- a. Indicate how long your organization has been providing the services described in this RFP.
- b. Describe the strategies you use to assist businesses that are facing laying off employees? Describe any strategies you may have to assist the business in minimizing the duration of a reduced workforce.
- c. Describe activities for ongoing engagement, partnership, and relationship building with business in the community.
- d. Describe activities to identify new businesses and connect those businesses to services you provide as well as outside support.
- e. Describe strategies and activities to promote the short-time compensation or other programs designed to prevent layoffs or reemploy dislocated workers quickly.
- f. Describe activities to establishing linkages with economic development activities at the Federal, State, and local levels, including Federal Department of Commerce programs and available State and local business retention and expansion activities.
- g. Describe activities to connect businesses and workers to on-the-job training, customize training programs and registered apprenticeships.
- h. Provide examples of employment related projects/contracts successfully completed. Also include the name(s), address (es), and phone number(s) of the responsible official(s) of the employer(s) who may be contacted.

C. Performance/Reporting

The Business Intermediary shall meet the following performance requirements

- a. Hold at least one (1) quarterly event to convene businesses to focus on labor concerns, talent skill gaps, and retention. Event examples include business roundtables, seminars, etc.
- b. Host at least one (1) quarterly job fair for businesses to assist in fulfilling labor needs.
- c. Submit a monthly report to identify the following:
 - The number of businesses served to include business name and contact information
 - The number of Level 1 (see definitions) services provided
 - The number of businesses in attendance at event(s) to include business name and contact information

D. Key Personnel

Proposal must indicate the competence of personnel whom the respondent intends to assign to the project as the Business Intermediary (BI). Respondent must provide the following as part of its proposal:

- a. The identity of staff to be involved in the delivery of services under this RFP. Designated staff member should be available to attend monthly Business Intermediary Team meetings.
- b. The BI should have experience in ongoing business engagement, partnership, and relationship-building activities with businesses in the community, in order to create an environment for successful layoff aversion efforts.
- c. The BI should be capable of informing businesses and workers about short-term compensation, on-the-job, or customized training programs, Employed Worker Training Program and registered apprenticeships, as a means of upskilling current workers as a part of a layoff aversion strategy or activity. Identify new job openings and refer those openings to CSSF staff.
- d. The BI should be capable of identifying businesses at risk of layoff, identifying and gathering information for early warning of potential layoffs or opportunities for layoff aversion and refer to CSSF staff.
- e. For each of the staff members identified for this project, a resume of each individual's experience and tenure with respondent's organization.

E. Cost Proposal

Respondents must propose a reasonable and fair market administrative fee in the **Cost Proposal Worksheet, Attachment 9**.

F. Due Diligence – Self Assessment Evaluation Form

Respondents shall submit a Due Diligence – **Self Assessment Evaluation Form (Attachment 10)** notarized.

G. Contract Award

The SFWIB is not obligated in any way by the respondent's response to this RFP. The award of a contract shall be based on evaluation criteria established in this RFP and described in the Proposal Evaluation and Selection section of this Solicitation.

- a. All proposal packages will be opened. However, prices will only be evaluated from those proposals meeting the minimum point threshold.
- b. Only those proposals receiving a score of 70 points or more of the total maximum possible score will be considered for award. The SFWIB will re-issue the RFP if no proposal receives a minimum score of 70 points.

Final award of a contract will be contingent upon:

- a. Respondent's acceptance of the contract terms and conditions; and
- b. Review of proposals for responsiveness and substance.

The SFWIB may, in its sole discretion, make awards of more than (1) responsive/responsible respondents.

H. Appeal Process

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

INTENTIONALLY LEFT BLANK

**PART VI
TERMS AND CONDITIONS**

The issuance of this RFP does not commit the SFWIB to pay any costs incurred by the respondent in preparation of and response to this solicitation. The SFWIB may review, evaluate, or inspect, at any time, the qualifications or the product offered by the respondent(s) to meet the RFP's requirements.

1. Delivery of services shall begin on **September 1, 2023**.
2. Respondents must submit responses as indicated in the delivery method section of this RFP.
3. Late proposals shall not be accepted.
4. Entities are not under any obligation to respond. If a proposal is late or not received within the specified deadline, the SFWIB shall consider the proposal as non-responsive.
5. Respondent's organization must be fully registered with Miami-Dade County and/or the state of Florida prior to being awarded a contract.
6. The SFWIB may modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.
7. Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals 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 proposals. "Related parties" shall mean the respondent or the principals thereof which have direct or indirect ownership interest in another respondent for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be deemed collusive. Proposals found to be collusive shall be rejected. Respondents 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 proposing may be terminated for default.
8. The SFWIB may conduct a pre-award qualification hearing to determine if the respondent is capable of performing the requirements of this solicitation.
9. Respondents are hereby notified that after opening of proposals and in compliance with Chapter 119 of the Florida Statutes, the "Public Records Law," all information submitted as part of, or in support of proposal submittals will be available for public inspection. The respondent shall not submit any information in response to this RFP, which the respondent considers to be a trade secret, proprietary or confidential. The submission of any information to the SFWIB in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the respondent.
10. This RFP does not establish an exclusive arrangement or employment between the SFWIB and the respondent(s).

INTENTIONALLY LEFT BLANK

**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 \$200,000.00, 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 \$300,000.00 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, subcontractors or any individual performing work on the respondent's behalf under the Contract. 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 or termination of the contract.

B. Clean Air Act And Federal Water Pollution Control Act

If this Contract is for more than \$150,000.00, the respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. 7401-7671), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency. As applicable, the respondent shall comply with the Clean Air Act and the Federal Water Pollution Control Act, as amended.

C. Compliance With Energy Efficiency Provision

The respondent shall comply with the mandatory standards and policies relating to energy efficiency 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. Employment Eligibility Verification

Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the respondent 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 respondent 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 E-Verify 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 respondent does not have an E-Verify MOU in effect, the respondent must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

E. Current Year Corporate Registration

A copy of the current year corporate registration certificate or current year permit/license issued by the Division of Licensing Department of State, State of Florida is required by the SFWIB to be submitted with the proposal to ensure that the respondent is currently active and approved to do business in the State of Florida.

F. Corporate/Board Resolution /LLC Affidavit

- **Corporate/Board Resolution** shall identify, by name and title (President or Vice President), the individual(s) authorized by the respondent's Board of Directors to enter into a contract in the name and on the behalf of the respondent's **Organization** with the SFWIB.

or

- **Limited Liability Companies** shall complete and submit a notarized LLC Affidavit (A134 – Affidavit of Member of Florida LLC **or** A135 – Affidavit of Member of Non-Florida LLC) as applicable.

G. Insurance Requirements

1. The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 6b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:
2. Commercial General Liability Insurance:
 - i. Contractor shall secure occurrence-based commercial general liability (“CGL”) insurance provided by a policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.
 - ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to the SFWIB is in excess of Contractor’s coverage. Such coverage cannot be called upon to contribute to defense or settlement of claims until Contractor’s coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor’s performance of the contract.
3. Employer’s Liability Insurance: The Contractor shall secure employer’s liability insurance with a limit of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 policy limit for bodily injury by disease, on behalf of and in the name of the Contractor.
4. Worker’s Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker’s compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Worker’s compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the state of Florida covers worker’s compensation for the Florida Department of Economic Opportunity (“DEO”) funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker’s compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.
5. Worker’s Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

The Contractor shall secure worker’s re-employment assistance insurance in accordance with federal and state laws for each person it employs. The Contractor shall submit the following documents:

- A copy of the two most recent RT-6 reports (or RT-29 if applicable), submitted to the state of Florida.
- Proof that RAI taxes were paid to the state of Florida in the two most recent quarters:
 - Tax summary page or tax impound pages from your P.E.O., or
 - Bank statements showing payments/electronic funds transfers to the State, or
 - Copies of canceled checks

Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

6. Submission of the Insurance to the SFWIB:

- a. The Contractor shall secure all insurance required under this Contract **prior to the provision of services under the Contract.**
- b. **All Policies and Certificates of Insurance must be in the possession of the SFWIB prior to the execution of the Contract.** If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then **the beginning effective period of the Contract shall be equal to the effective date of the latest insurance policy secured by the Contractor.**
- c. The Contractor may not incur any costs prior to the effective period of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
- d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the state of Florida, with the following qualifications:
 - i. The company must be rated not less than "A" as to management; and not less than Class "VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Old wick, New Jersey, or its equivalent, subject to the approval of the SFWIB;

or

- i. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of insurance submitted to the SFWIB must provide the following information:
 - i. The agency/individual/position that is insured/bonded;
 - i. The amount of the bond or insurance policy;
 - i. The beginning effective date of the policy and the expiration date of the policy;
 - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
 - v. A statement naming the **SFWIB as the Loss-Payee or as an additional party insured with respect to each of the coverages required by this contract** set forth in sections 2 and 3 above.

7. If an insurance policy is cancelled during the effective period of the contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.
8. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the contract.

9. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.
10. Upon review of the Contractor's **Statement of Work**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.
11. The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this contract or otherwise.

H. Financial Capacity

The respondent to this RFP shall demonstrate the capacity to financially support the assigned staff for a minimum period of ninety (90) days. The SFWIB will not provide cash advances.

Respondent accepts and understands that the SFWIB receives its funding from a variety of government sources and reimbursement is subject to the release of funding to the SFWIB.

I. Holidays

The Contractor shall not require 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. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for Holidays worked.

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 forty (40) hours in a calendar week.

K. Level 1 Background Screening Requirement

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and 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, and the SFWIB's requirements set forth herein and in the SFWIB's policies and procedures (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel may be considered a material breach and is grounds for termination of the Contract at the sole discretion of the SFWIB.

The Contractor agrees to perform a Level I background screening, as set forth in section 435.03, Florida Statutes through a Florida Department of Law Enforcement approved provider.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a Level 1 background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, prior to volunteering or doing any work with or for Contractor related to this Contract or set forth in the Exhibit A, Statement of Work. No later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an Affirmation/Acknowledgement Form, Attachment 11, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or for employment, pursuant to chapter 435, Florida Statutes, as may be amended from time to time.
2. Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Contractor shall notify the SFWIB if it is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB.
3. The Contractor shall not hire persons that 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 Statutes, 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 Statutes, whether such act was committed in this state or in another jurisdiction
4. The Contractor shall not hire persons that 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 the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. For current employees: The Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 11**, along with the background screening results to SFWIB's Quality Assurance Supervisor no later than **ten (10)** business days from Contract execution. The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within **ten (10)** business days of receipt of the Affirmation/Acknowledgement Form.

7. Upon Contract execution, the Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 11**, along with the background screening results to SFWIB's Quality Assurance Supervisor no later than **ten (10)** business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within **ten (10)** business days of receipt of the Affirmation/Acknowledgement Form.
8. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 12**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
9. Upon learning of the arrest of an employee, volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest and determine whether the employee, volunteer or subcontracted personnel is eligible for continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
10. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** without submitting the **Affirmation/Acknowledgement Form, Attachment 11**.
11. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form, Attachment 11**, the SFWIB may withhold further disbursement of funds and this Contract shall be subject to termination at the sole discretion of the SFWIB.
12. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form, Attachment 11**, and **Affidavit of Good Moral Character, Attachment 12**. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access controlled area to ensure that the records are accessible only to those

authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Article 20, Audit, Inspection, Access and Retention of Records**, of this Contract.

13. The **Level I** background screening records shall be retained as required herein in accordance with **Article 20, Audit, Inspection, Access and Retention of Records**, of this Contract.
14. From the initial **Level 1 background screening** date, and **every five (5) years thereafter, and upon reemployment or employment in a new or different position**, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

INTENTIONALLY LEFT BLANK