



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

REQUEST FOR PROPOSAL (“RFP”)

FOR

**TEMPORARY STAFFING SERVICES
EMERGENCY/DISASTER
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (“SNAP”)**

(October 1, 2019 to June 30, 2020)

Release Date: July 22, 2019

**All proposals shall be submitted by 3:00 p.m. E.T., August 16, 2019 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 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 staffing companies licensed in the state of Florida to provide temporary staffing services on a large scale emergency basis in the event Miami-Dade and/or Monroe Counties is given a federal disaster declaration and the United States Department of Agriculture (“USDA”) approves a Disaster Supplemental Nutrition Assistance Program (“D-SNAP”) on a short term or temporary basis. The respondent(s) must have the capacity to provide services that meet the needs of the SFWIB in the most cost effective manner. 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.

“D-SNAP” or “FFF” means the State’s Disaster Food Assistance Program or “Food For Florida”.

“D-SNAP Site” or “Site” means one or more locations designated by the Department for the purpose of processing applications for short term food benefits to those households affected by a disaster.

“Department” or “DCF” means the Department of Children and Families.

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

PART II CALENDAR AND PROCESS

If your company 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
Public Notice	July 19, 2019	N/A
Solicitation Release Date	July 22, 2019	N/A
Deadline for Request for Clarification Inquiries	July 31, 2019	5:00 p.m.
Offerors' Conference	August 7, 2019	3:00 p.m.
Deadline for Receipt of Proposals	August 16, 2019	3:00 p.m.
Public Review Forum - Updated	September 3, 2019	2:00 p.m.
Award Date on or about	September 16, 2019	N/A
Delivery Date	October 1, 2019	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 also be distributed via e-mail to agencies on the SFWIB's vendor list. 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, Teresa Serrano at teresa.serrano@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 at the SFWIB Headquarters, 7300 Corporate Center Drive, (NW 19 Street), 5th Floor, Miami, Florida 33126, in Conference Room 2.

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.

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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 twenty-four (24) 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
4. Cost Proposal Worksheet, Attachment 9
5. Due Diligence Requirements
 - Attachment 10-A, New Contractor or
 - Attachment 10-B, Existing Contractor
6. Checklist for Submitting Operational Documents
7. ALL Operational Documents

B. Proposal Submission Guidelines

Three (3) sets of sealed proposals 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.

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.**

Three (3) sets of sealed proposals 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 Submission Guidelines

Respondent(s) must submit **one original** of the financial documents as specified in the **Due Diligence Requirements for New Contractors, Attachment 10-A, or Due Diligence Requirements for Existing Contractors, Attachment 10-B**. Due diligence is routed to the SFWIB's Office of Continuous Improvement

(“OCI”). Submitted documents shall be separately packaged and labeled “**OCI Financial Review Materials.**” **Failure to provide all the requested documents in the order specified in the applicable Attachment 10 (A or B) will disqualify or significantly reduce the score of the respondent.**

Respondents may submit **the financial documents in electronic form (Excel or PDF), in a flash drive, or paper format.** The SFWIB shall not be responsible for defective or malfunctioning devices.

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PART IV SPECIFICATIONS

The SFWIB is seeking professional temporary staffing services to be provided on an as-needed basis in the event Miami-Dade and/or Monroe Counties is given a federal disaster declaration and the USDA approves a D-SNAP on a short term or temporary basis. The volume of workers needed to work at designated sites for the D-SNAP will be decided by the Department.

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 October 1, 2019 through June 30, 2020, 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. Immediately, or as soon as feasible, initiating recruiting, screening and hiring the number and types of staff required upon notification, verbally and/or in writing, by the SFWIB to initiate services.
2. Referring candidates with the qualifications, training, formal education, licenses, skills, and abilities to perform the type of work described in the **Position Descriptions, Exhibit E** and requiring all assigned employees to adhere to the **Personal Appearance Guidelines, Exhibit D**.
3. Removal of any assigned employee from his/her specific assignment deemed not qualified, or who fails to comply with any instructions or requirements given by DCF and/or the SFWIB.
4. Ensuring persons hired with bilingual skills (English/Spanish and English/Creole languages) meet the needs of each site, as determined by the DCF, and are proficient in their ability to interpret between two languages.
5. Ensuring all assigned employees understand and agree that they may be re-assigned to different sites, based on the needs of the D-SNAP.
6. Ensuring all assigned employees report to duty for training and orientation twenty-four (24) hours prior to the designated site opening.
7. Controlling, directing and supervising the activities of its assigned employees.
8. Reviewing, examining and verifying the assignments and the performance of its assigned employees.
9. Ensuring that all assigned employees sign the **Affirmation Statement, Exhibit F**, which affirms that they will not disclose any confidential information. Contractor shall submit the original signed affirmations to DCF's site manager or designee along with a spreadsheet indicating the names of each assigned employee that have signed an affirmation form (may be included as a data field on the **Daily Temporary Staff Tracking and Reporting Form, Exhibit C**).
10. Ensuring that the initial **Daily Temporary Staff Tracking and Reporting Form, Exhibit C**, is completed by the Temporary Agency Staff Coordinator and is submitted to the SFWIB no later than two days prior to the site opening, and contains the following information for each employee:
 - a. Last Name
 - b. First Name
 - c. Date of Birth
 - d. Social Security Number
 - e. Status of Background Screening Results
 - f. Phone Number
 - g. Language(s) Information
 - h. Job Title

- i. Staff Hourly Rate
 - j. Staff Overtime Rate
 - k. Agency Bill Rate
 - l. Agency Overtime Bill Rate
11. Ensuring that the activities performed in relation to the D-SNAP are entered onto the **Daily Temporary Staff Tracking and Reporting Form, Exhibit C** in an Excel spreadsheet.
 - a. Ensuring all assigned employees sign in and out on a daily basis.
 - b. Submitting copies of the sign in sheets to the DCF site manager or designee on a daily basis.
 - c. Ensuring that all assigned employees remain on site at their designated location(s) for the entire work day. In cases of emergencies, assigned employee shall be relieved of duty.
 - d. Ensuring that any persons failing to seek the Temporary Agency Staff Coordinator's prior approval to leave the work-site is terminated.
 - e. Ensuring that on the final day of the D-SNAP operations, the **Daily Temporary Staff Tracking and Reporting Form, Exhibit C** is updated with the final hours worked and submitted to the DCF site manager or designee for approval by close of business.
 - f. Ensuring that upon completion of the D-SNAP site operations, if the Contractor is assigned multiple sites, the **Daily Temporary Tracking and Reporting Form, Exhibit C**, is completed for each assigned site and is submitted to the DCF's site manager by close of business each day.
 - g. Ensuring to modify the **Daily Temporary Staff Tracking and Reporting Form, Exhibit C** as deemed necessary to track additional information such as assigned employee's signatures, time in and time out, etc.
 12. Paying assigned employees' wages, withhold and transmit payroll taxes; providing unemployment insurance and workers' compensation benefits; and handling unemployment and workers' compensation claims involving assigned employees.
 13. Ensuring that wages are paid at a rate of one and one-half times the assigned employee's regular hourly salary rate for all time that an assigned employee member is required to work more than forty (40) hours in a workweek, in compliance with the Fair Labor Standards Act. For the purposes of this agreement, all assigned employees who work over forty (40) hours in a seven (7) day period (which begins twenty-four (24) hours prior to the official opening of the site as determined by the Regional Director or designee) during the operation of the D-SNAP, shall be eligible for overtime pay at the overtime unit rate listed in **Job Titles and Rates, Exhibit A**. The DCF's obligation to pay overtime is not contingent on the number of hours assigned employee may have worked for the Contractor prior to beginning work for the D-SNAP. Likewise, the employee shall be paid one and one half times the hourly salary rate for all overtime hours invoiced to the DCF regardless of whether the hours worked for the D-SNAP program may have crossed over two of the Contractor's pay periods.
 14. Notifying the DCF site manager or designee, on a daily basis, of progress in meeting all tasks.
 15. Ensuring that all assigned employees display a photo ID badge at all times. Persons failing to display the approved ID badge shall not be permitted on the work-site(s).

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B. RECRUITING

The Contractor must recruit, screen, and hire individuals based on the **Working Titles, Exhibit E**, issued by the DCF and included in this solicitation.

Staffing Levels

Staffing levels will be determined by the nature and extent of the declared emergency. The DCF may increase or decrease the staffing levels without prior notice. The DCF may re-assign employees to different positions, at its discretion, based on the needs of the D-SNAP sites. The Contractor must maintain staffing levels as required by the DCF.

1. **Temporary Agency Staff Coordinator** –This individual is a permanent employee of the selected Contractor. A minimum of one person is required. (This number may be adjusted upwards based on the number of temporary staff hired by the Contractor. Any increase in this number must be approved by the DCF). The Temporary Agency Staff Coordinator will supervise its assigned employees at the site to ensure that contract requirements are met. The Temporary Agency Staff Coordinator will provide the Daily Temporary Staff Tracking and Reporting Form to SFWIB by 12 noon the following day for review and approval. The Temporary Agency Staff Coordinator is responsible for the completion of final Daily Temporary Staff Tracking and Reporting Form for the temporary agency.
2. **Support Staff** – Number of workers to be determined by DCF. The Support Staff shall be cross trained as required to perform the following positions:
 - a. Line Control/Meeter-Greeter/Clip Board Distributor staff will assist in maintaining an orderly flow of applicants at the on-site D-SNAP locations, and will provide basic instructions on completing the application, verify applicant pre-registration, identifying those who need special assistance, and reviewing the application for completeness and legibility.
 - b. General Labor will assist the DCF's site manager and other managers for site set-up and dismantling of the D-SNAP location and will maintain a safe and clean environment throughout the day.
 - c. Shipper/Batcher will collect, count, batch, track report and ship all forms and notices according to the schedule each day.
3. **Eligibility Worker** - Number of workers to be determined by DCF. The Eligibility Worker will verify the identity of the applicant, review the completed application, interview the applicant, complete the budget worksheet calculations for paper applications, and screen for eligibility.
4. **Staff Supervisor** – Number of workers to be determined by DCF (not to exceed 10% of the number of staff actually hired in Sections 2 and 3 above). Supervisors will be capable of supervising staff in all positions to organize and maintain orderly customer experiences throughout the D-SNAP location.

Assigned employees can work under more than one job title as the need presents, provided the employee meets the position requirements for each position and the hours by job title are properly tracked, reported, and invoiced. Assigned employees will be paid and the DCF will be billed at the rate corresponding to the job title for the work performed within a given period. All temporary agency staff must be able to perform the essential functions of all services required by the temporary agency staff's designated job during all hours of operation of the DCF's D-SNAP, including weekends and holidays as required. Assigned employees will not receive any benefits from the DCF or the SFWIB such as vacation, sick, or maternity leave.

C. Records and Documentation

The Contractor must ensure all required supporting documentation is submitted to the SFWIB, which includes the following:

1. The **Daily Temporary Staff Tracking and Reporting Form, Exhibit C**
2. Timesheets and sign-in logs completed for each assigned employee and corresponds to the Daily Temporary Staff Tracking and Reporting Form, Exhibit C, for each day of the D-SNAP.
3. **Invoice For Food For Florida/Disaster SNAP Program, Exhibit B.**
4. The Contractor shall maintain records documenting the services provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. These records shall be maintained for a period of six (6) years as required by DCF.
5. Copies of **Affirmation Statement, Exhibit F.**

D. Invoice Requirements

The Contractor must ensure all required supporting documentation is submitted to the SFWIB, which includes the following:

1. Completing **Invoice For Food For Florida/Disaster SNAP Program, Exhibit B** and submitting supporting documentation.
2. Requesting payment within thirty (30) calendar days following completion of D-SNAP operations.
3. Submitting the following:
 - a. **Affirmation Statement** - must be sorted alphabetically
 - b. Summary and/or Final **Daily Temporary Staff Tracking and Reporting Form**, sign-in sheets and timesheets must be reconciled with the invoice prior to submission to the Department for payment. An invoice will not be processed by the Department and will be returned to the Contractor for correction if discrepancies exist.
 - c. For any Level 2 Background Screenings that were procured directly by the Contractor, the Contractor must submit the itemized invoice from the Background Screening Vendor (which includes the names of the individuals who were screened), and proof of payment to the vendor. The SFWIB shall reimburse the Contractor for Level 2 Background Screenings conducted thirty (30) days prior to the request to initiate services or after the request to initiate services. The Contractor must indicate on the invoice the total number of screenings completed and the cost for each background screening.

E. Emergency Preparedness Planning

1. Within sixty (60) days following the completion of service delivery related to the D-SNAP program in Miami-Dade or Monroe Counties, the SFWIB and the Contractor will meet to debrief. Such debriefing will include recommendations to improve the efficiency and effectiveness of the operation of the D-SNAP.
2. Prior to May 1st of each year, the SFWIB and the Contractor will meet to discuss any procedural changes for the upcoming season.

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**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 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.

A. Criteria for Proposal Review

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

Experience/Capabilities	20 points
Key Personnel	5 points
Cost Proposal	25 points
Due Diligence Requirement	50 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. Provide a description of services the organization has provided in the past five (5) years that demonstrates the respondent’s capability to provide the proposed services. Include detailed information about the types of employers your organization served in the past and is currently serving.
- c. Indicate experience providing this type of service to a governmental agency and/or not-for-profit agency.
- d. Provide start and completion dates of 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.

Past Performance/References

Respondent must provide the following as part of its proposal:

- a. A minimum of three (3) references who have used the respondent’s services in the past two (2) years that are similar to the services requested in this RFP. Include a contact name, title, e-mail address, address(es) and phone number of the responsible official(s) who may be contacted at each reference. These references must be responsive to the SFWIB when contacted for reference check. References who fail to respond to the SFWIB will reduce the score of the respondent. Please note: the SFWIB should be excluded as a reference if respondent has provided or is currently providing similar services to the SFWIB.
- b. The respondent’s decision to provide additional references does not obligate the SFWIB to consider or contact those references.

C. Key Personnel

Proposal must indicate the competence of personnel whom the respondent intends to assign to the project.

Respondent must provide the following as part of its proposal:

- c. The identity of staff to be involved in the delivery of services under this RFP.
- d. For each of the staff members identified for this project, a resume of each individual's experience and tenure with respondent's organization.
- e. Information pertaining to each individual's experience in the staffing business.

D. Cost Proposal

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

E. Due Diligence Requirements

Respondents shall submit for review, acceptable documentation demonstrating they can meet the critical criteria as well as fiscal accountability as specified in the **Due Diligence Requirements for New Contractors, Attachment 10-A, or Due Diligence Requirements for Existing Contractors, Attachment 10-B**, in order for SFWIB to conduct a fiscal due diligence review **prior** to making funding decisions.

F. 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.

G. Appeal Process

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

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**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 **October 1, 2019**.
2. Respondents must submit responses as indicated in the delivery method section of this RFP.
3. Proposals will be opened in the presence of the respondent's representative(s) who choose to attend. Late proposals shall not be accepted.
4. Companies 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 as a vendor 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).

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**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., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;

or

- ii. 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;
 - ii. The amount of the bond or insurance policy;
 - iii. 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

Based on analysis of PY 2017-18, Food for Florida program, respondent to this RFP shall demonstrate they have \$150,000.00 dollars in funding to set aside as reserve. The SFWIB will not provide cash advances.

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 2 Background Screening Requirement

Prior to acceptance of temporary agency personnel, the Contractor, will conduct a comprehensive criminal background check by accessing the Florida Department of Law Enforcement's ("FDLE") Volunteer and Employee Criminal History System ("VECHS"). Through the VECHS program, the FDLE and the Federal Bureau of Investigation ("FBI") will provide state and national fingerprint based criminal history information on applicants.

The Contractor may contract directly with a vendor to provide Level 2 Background Screening services. The DCF shall provide the Originating Agency Identifier and Originating Agency Case numbers to use with any vendor not directly contracted through the DCF or the SFWIB.

All temporary employees' background screening results shall be entered into the **Daily Temporary Staff Tracking and Reporting Form (Exhibit C)** and submitted to the DCF and the SFWIB on a daily basis.

The Contractor shall hire those persons whose background screening results are consistent with the Level 2 screening criteria outlined in section 435.04, Florida Statutes.

- i. The background screening conducted by the Contractor shall include, but not be limited to, employment history checks and statewide checks regarding criminal matters or any civil matters

- involving a financial crime through the FDLE, national criminal history records checks through the FBI, and may include local criminal records checks through local law enforcement agencies.
- ii. No persons hired may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense prohibited under any of the provisions of section 435.04, Florida Statutes. In addition, no persons hired 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 s. 741.278 Florida Statutes, whether such act was committed in this state or in another jurisdiction.

The Contractor shall advise the DCF and defer the decision to hire to the DCF, on a case-by-case basis, when an applicant's background screening shows offenses unrelated to theft, fraud or financial crime that are not expressly prohibited by section 435.04, Florida Statutes.

In the event that the Contractor would like to offer employment to a person whose background screening shows criminal history information that are not dismissed or nolle prosequi, the Contractor must submit the background screenings to the SFWIB for DCF's review of the criminal history information and employment application. The SFWIB shall notify the Contractor of DCF's decision on whether to allow an individual to work with the D-SNAP or not.

The Contractor shall be reimbursed for costs associated with the Level 2 Background Screenings conducted thirty (30) days prior to the request to initiate services or after the request to initiate services. To be reimbursed, the Contractor must submit the **Invoice For Food For Florida/Disaster SNAP Program, Exhibit B**.

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**PART VIII
ATTACHMENTS**

**PY 2019-20 RFP FOR TEMPORARY STAFFING SERVICES
EMERGENCY/DISASTER SNAP PROGRAM**

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VENDOR DATA FORM

Having carefully read and understood all sections of this RFP, I/we agree to provide all labor and materials as per specifications described in this RFP. 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:

1	Company's Name	
2	Federal ID No.	
3	Mailing Address	
4	Telephone /Fax	
5	e-mail address	
6	Contact Person's name and Title	
7	Registered with Florida Department of State (Sunbiz.org)	Yes / No
8	Registered Vendor with Miami-Dade County and/or the State of Florida	Yes / No
9	Has your company been in business since January 2017 providing the same type of service under the same business name?	Yes / No
10	Please specify – Corporation, Sole Proprietorship, For Profit, LLC, Community Based Organization, etc.	

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

**REQUIRED DOCUMENTATION DESCRIPTION
PY' 19-20**

(Use Blue Ink For Forms Requiring Completion)

1. 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 insure that the Respondent is currently active and approved to do business in the State of Florida. **[Not applicable to Governmental Jurisdictions]**

2. Code of Business Ethics Affidavit Complete and sign form.

3. Disclosure and Certification of Conflict of Interest in a Contract

Complete and sign form. Ensure check marked and circled items are completed.

4. Original W-9 - Request for Taxpayer Identification Number and Certification

The **IRS Form W-9** is a request for taxpayer identification number and certification. If the organization has an IRS Certification of Tax Status, a copy must be provided to the SFWIB. If the organization does not have such certification, the organization must provide the SFWIB with a current copy of a completed W-9 form with its IRS identification number.

5. Corporate/Board Resolution /LLC Affidavit:

- **Corporate/Board Resolution** (Form Sample F-4) 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

- **4 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.

6. Insurance Requirements

Submit Proof of Current Insurances that includes: Commercial General Liability, Worker's Compensation Insurance and Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI).

The following Insurances shall be required by the SFWIB prior to the acceptance and execution of a contract:

- a. **Governmental Entities:** The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter from the Contractor stating that the Contractor is self-insured and maintains an ongoing Self-Insurance Program as allowed under the Florida Statutes and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance and the SFWIB has approved such document.
- b. **Non-Governmental Entities:** Contractors operating in the capacity of a community-based organization, a private non-profit organization, or a private for-profit organization, shall maintain the required insurance under the provisions specified and shall provide to the SFWIB proof of such insurance. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary Certificate of Insurance and the SFWIB has approved such document.

i. **Commercial General Liability Insurance** shall be:

- Secured on a comprehensive basis to include contingent liability in an amount that insures that the Contractor is protected against any suits.
- Secured in the following minimum amounts: \$1,000,000.00 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 named as an additional party insured with respect to this coverage. [Note: Ensure that the certificate of liability insurance names the SFWIB as the Certificate Holder.]**

ii. **Worker's Compensation Insurance**

Worker's Compensation Insurance shall be secured for each person employed or enrolled by the Contractor *(including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Exception- in cases of participant work experience, the State of Florida covers worker's compensation for DEO-funded work experience programs administered pursuant to Chapter 445.009(11) FS.)* This insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. If Worker's Compensation Insurance cannot be secured for participants, an alternative insurance approved by the SFWIB must be secured.

iii. **Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI)**

Worker's **Re-employment Assistance** Insurance shall be secured for each person employed by the Contractor in a manner which is in accordance with Federal and State laws. **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:

- 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.

- For Contractors that shall be submitting reimbursement/justification packages during the fiscal year, the amount of the Fidelity Bond shall be secured in the amount of \$50,000, or one-fourth (1/4) of the total amount of the funds allocated to the contracted service provider for all the SFWIB programs that are operated by the Contractor, whichever is lower.
- The Certificate should also include a statement which names the **SFWIB as the Loss Payee for any claim involving the SFWIB's funds or as trustee of the bond or as an Additional Insured.**

c. **Submission of the Insurance to the SFWIB:**

- i. The Contractor shall insure that all insurance required under its contract **is secured prior to the effective**

period of performance of the contract.

- ii. **All Policies and Certificates of = Insurance shall 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 subsequent to the beginning effective period of the contract, then **the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.**

No costs, which are allowable through the performance of the contract, shall be incurred prior to the determination of the effective period of performance of the contract. If such costs are incurred, they shall be the sole responsibility of the Contractor and shall not be reimbursed through WIOA, WT, RET or other funds awarded by the SFWIB.

- iii. All insurance policies secured by the Contractor shall be issued by companies authorized to do business in the State of Florida, with the following qualifications:

- The company must be rated not less than “B” as to management; and not less than Class “V” as to financial strength by the latest edition of Best’s Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;

or

- 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.

- iv. All Certificates of - Insurance submitted to the SFWIB shall provide the following information:

- The agency/individual /position that is insured/bonded;
- The amount of the - insurance policy;
- The beginning effective date of the policy and the expiration date of the policy;
- A statement, which insures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
- A statement naming the **SFWIB as the Loss-Payee or the SFWIB shall be named as an additional party insured with respect to this coverage.**

In the event that 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 shall cover the period commencing from the date of cancellation of the prior insurance policy.

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 forthwith terminate the contract.

7. Assurances and Certifications

Complete and sign form. The four-page form incorporates the following assurances and certifications:

- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification Regarding Lobbying
- Certification Regarding Drug-Free Workplace Requirements
- Non-Discrimination and Equal Opportunity Assurances
- Certification Regarding Public Entity Crimes

ATTACHMENT 2

- Sarbanes-Oxley Act of 2002
- Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance
- Scrutinized Companies Lists Certification, section 287.135, Florida Statutes
- Discriminatory Vendors Lists

All of the above required documentation must be submitted and attached under the completed cover sheet entitled Checklist for Submitting Operational Documents, Attachment 3.

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CHECKLIST FOR SUBMITTING OPERATIONAL DOCUMENTS

Agency Name: _____

Date: _____

Complete this checklist and submit with the operational documents required by South Florida Workforce Investment Board (SFWIB).

DOCUMENT	SUBMITTED (Yes/No)	COMMENTS
1. Current Year State of Florida Corporate Registration Certificate or Current Year Permit/License Issued by Division of Licensing, Department of State, State of Florida [NOT APPLICABLE TO GOVERNMENTAL JURISDICTIONS]		
2. Code of Business Ethics Affidavit (attached)		
3. Disclosure and Certification of Conflict of Interest in a Contract (attached)		
4. W-9 -- Request for Taxpayer Identification Number and Certification		
5. Copy of Authorization to execute documents as stated in Articles of Incorporation and Corporate By-Laws, or Corporate Internal Rules Corporate/Board Resolution or LLC Affidavit (as needed per Articles of Incorporation and Corporate By-Laws)		
6. Proof of Required Insurances (Certificate of Insurance): Commercial General Liability Worker's Compensation Insurance Workers' Reemployment Assistance Insurance (copy of two most recent RT-6 reports with proof of payment.)		
7. Assurances and Certifications (attached)		
DO NOT WRITE BELOW THIS LINE		
I HAVE REVIEWED ALL REQUIRED OPERATIONAL DOCUMENTS AND FIND THEM TO BE ACCEPTABLE		
_____ SFWIB Contracts Compliance Supervisor, OCI	_____ Date	
_____ SFWIB Assistant Director, Administration	_____ Date	
_____ SFWIB Contracts Administrator	_____ Date	
CHECK LIST FOR SUBMITTING OPERATIONAL DOCUMENTS		

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 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



DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, _____, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization/ OR "Other" (describe) _____
 _____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Description or Nature of Contract: _____

Description of Financial Benefit*: _____

For purposes of the above contract the following disclosures are made:

The contractor's principals**/owners***: (check one)

_____ have no relative who is a member of the board; OR

_____ have a relative who is a member of the board, whose name is: _____

The contractor's principals**/owners*** ___is ___is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

 Signature of Board Member/Employee

 Print Name

 Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

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

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

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
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or							
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SAMPLE**CORPORATE/BOARD RESOLUTION****RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD (SFWIB)
TO CARRY OUT WORKFORCE SERVICES**

WHEREAS, _____ (*Respondent Name*) is a [**Indicate type of Corporation (i.e. Florida for-Profit, Not-for-Profit, etc.)**] Corporation.

WHEREAS, _____ (*Respondent Name*) desires to accomplish the objective as set forth in its Scope of Services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of the _____ (*Respondent Name*); that said Board hereby authorizes and instructs _____ (**Name & Title**) to enter into a contract in the name and on the behalf of this corporation with the South Florida Workforce Investment Board (SFWIB) for the operation of the **Temporary Staffing Services, Emergency/Disaster Supplemental Nutrition Assistance Program (SNAP)** for the period of **September 1, 2019 through June 30, 2020.**

Thereupon declared this resolution duly passed and adopted this _____ day of _____, 2019.

ATTEST

Signature of Secretary of the Board

Printed Name of Secretary of the Board

**AFFIDAVIT OF MEMBERS
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by section 605.0410(1)(a), Florida Statutes, as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that:

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members and Managers, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, of the Florida Limited Liability Company known as _____ (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the

ATTACHMENT 7

aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.

- 5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Signature

Title(s)

Sworn to and subscribed before me this ____ day of _____, ____ (year) by

(print name legibly), who is personally known to me or
who has produced _____ (type of identification).

(Signature of Notary Public)

(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members and Managers, as needed)

AFFIDAVIT OF MEMBERS AND MANAGERS OF NON- FLORIDA (FOREIGN) LIMITED LIABILITY COMPANY

WE, (print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit)

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that:

- The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members and Managers, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, or the equivalent* thereof, of the Non-Florida (Foreign) Limited Liability Company known as _____ (Print name of the Non-Florida (Foreign) Limited Liability Company as the name appears in the Articles of Organization, as that term is defined by section 605.0102, Florida Statutes, as same may be amended from time to time, or the equivalent* thereof, currently filed with the Secretary of State of the State of _____) (Print name of State where Articles of Organization, or the equivalent* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed) **or** other jurisdiction, to wit, _____ (Print the name of the country or other jurisdiction where the Articles of Organization, or the equivalent* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed;

* The term “equivalent” shall mean for the purposes of this Affidavit, with respect to “persons” or “entities”, any person or entity which has or may have any one or more of the duties or powers or obligations or responsibilities or authorities, real or apparent, of a Member or Manager, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time. The term “equivalent” shall mean for the purposes of this Affidavit, with respect to instruments or documents or articles of organization or operating agreements or written agreements or oral agreements, any written agreement or oral agreement or instrument or document which has or may have any one or more of the functions or purposes of any instrument, document, operating agreement, written agreement or oral agreement described or mentioned in this Affidavit.

ATTACHMENT 7

2. There are no Members or Managers, or the equivalent* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.

3. There are no provisions in any Articles of Organization, or the equivalent* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company or in any operating agreement, written or oral, or the equivalent* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the aforesaid Non-Florida (Foreign) Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.

5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Signature

Title(s)

Sworn to and subscribed before me this ____ day of _____, ____ (year) by _____ (print name legibly), who is personally known to me or who has produced _____ (type of identification).

(Signature of Notary Public)

(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other Members and Managers of LLC, as needed)

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent (“Contractor”) has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor 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 38)**
- 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. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- I. Discriminatory Vendors (section 287.134, Florida Statutes)**

By signing the agreement, the Contractor 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 Contractor certifies to the best of the Contractor’s knowledge and belief, to the following:

1. The Contractor 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 Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor 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 Contractor 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 Contractor shall comply with the language of the certification with regards to the Contractor’s subcontractors. The Contractor 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 Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor'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 Contractor, 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 Contractor 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 the Contract 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.C. 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 Contractor assures and guarantees that the Contractor 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 for 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, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status 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 on the bases 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 bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and

mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases 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 Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor 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

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

The Contractor understands and agrees that the Contractor 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 Contractor assures that the Contractor 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 a contract, the Contractor assures that the Contractor shall 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. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

The Contractor shall disclose to the SFWIB if the Contractor 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:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) 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 CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

Contractor 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 the Contractor named above.**

COST PROPOSAL WORKSHEET

Services	Mark-up Rate	Effective Date
Temporary Staffing Services	See Table Below	October 1, 2019 – June 30, 2020

	Please Insert Percentage Amounts
FICA	
MICA	
FUTA	
SUTA	
Workers Compensation	
Administrative Costs	
Other Costs	
Other Costs	
TOTAL	

DUE DILIGENCE REQUIREMENTS FOR NEW CONTRACTORS

In accordance with the Request for Proposals (RFP) competitive procurement process, Respondents shall submit for review, acceptable documentation demonstrating they can meet critical criteria as well as fiscal accountability, in order for South Florida Workforce Investment Board (SFWIB) d/b/a CareerSource South Florida (CSSF) to conduct a fiscal due diligence review **prior** to making funding decisions.

One original of the requested financial documents shall be submitted with your proposal. **Failure to provide all the requested documents would disqualify or significantly reduce the score of the Respondent agency.**

Due diligence is routed to the SFWIB’s Office of Continuous Improvement (OCI). Submitted documents shall be separately packaged and labeled “**OCI Financial Review Materials.**” Each section’s material shall be appropriately labeled and **kept in the order specified in sections B to G below.** A copy of this page shall be used as a check-off control sheet and clipped on top of the package.

If the Respondent agency is not able to provide any of the documents requested, a written explanation on a separate page shall be provided in place of the requested document, sufficiently detailing the reason(s) for not providing the document(s). An alternate document can be provided if it contains or provides the requested information. Final determination as to the suitability of the documents provided rests solely with SFWIB.

The following criteria will be used to evaluate the Respondent’s due diligence:

Criteria	Points Value
A. Critical Criteria	0
B. Legal Status	5
C. Sources of Revenue and Income	5
D. Accounting System	25
E. Banking	5
F. Payroll Taxes	5
G. Insurance	5

The following list outlines the documents that shall be provided to the SFWIB for review:

A. Critical Criteria

1. Has Respondent been in business since January 2017 providing the same type of service under the same business name?
2. Is the Respondent able to demonstrate a **\$150,000.00** funding reserve?

<u>B. Legal Status</u>

1. State of Florida Corporate Registration Certificate.
2. Articles of Incorporation and By-Laws.
3. Current State of Florida Annual Uniform Business Report (“UBR”).
4. List of the Board of Directors names and their position(s) in the Board, addresses, telephone numbers, e-mails, *gender, *race and *ethnicity (*=Not applicable to “For-Profit” organizations).
5. If the legal status of the applicant owns a fictitious name, please indicate the fictitious name, expiration date and explain the relevancy to the business.
6. Indicate if the applicant’s proposal to provide services is related to its previous activities, and how many years of experience have operated services of a similar nature to the service proposed.

If the applicant is an out-of-state entity that has not registered to do business in Florida, a copy of the filed Application by Foreign Corporation for Authorization to Transact Business in Florida shall be submitted for review. Also, please note that the documents subject to review shall be relevant and directly applicable to the entity that submitted the RFP, and would therefore be the entity of record, if selected for contract award. If the applicant of record submits a proposal that includes the use of another entity, then one of the entities shall be a registered fictitious name of the other entity. See Title XLVI, Chapter 865, Sec. 865.09 of the 1999 Florida Statutes (Fictitious Name Act).

<u>C. Source(s) of Revenue and Income</u>
--

1. The following documents **must** be submitted to confirm the \$150,000.00 funding reserve requirement and to assess a contractor’s viability:
 - a. Private sources of revenue (If none, so state):
 1. Sales
 2. Private contracts
 3. Vendor contracts with government entities
 4. Other sources of private revenue (donations, contributions, etc.)
 - b. Established and available lines of credit (If none, so state):
 1. An original letter from the financial institution(s) indicating the total established amount of the line(s) of credit
 2. Two (2) months line of credit statements for **May and June 2019**
 3. Name of the institution(s)
 4. Name(s) of persons authorized to withdraw from line of credit
 5. **Current** available balance and date of availability
 6. Expiration date
 7. Interest rate
2. Supporting documentation for **all** sources of revenue listed (contracts, award letters, agreements, etc.), shall be current, shall show the effective period and the total dollar amount.

Note: Supporting documentation must be submitted in its entirety, including signature page(s).

<u>D. Accounting System</u>

1. Description of the agency's accounting system to include:
 - Whether the accounting is performed in-house or contracted
 - Name of the accounting system and how long the system has been in use
2. Chart of accounts.
3. General ledger detail/history reports for the months of **May and June 2019.**
4. A set of interim Financial Statements as of **June 30, 2019,** to include:
 - a. Trial Balance
 - b. Statement of Financial Position (Balance Sheet)
 - c. Statement of Revenue and Expense
 - d. Budget and Expenditure Report (budget vs. actual) (current period)
 - e. Current Agency-wide Budget
5. Cash Receipt Journals for the months of **May and June 2019.**
6. Check Registers for the months of **May and June 2019.**
7. Aged Accounts Receivables and Payables Schedules as of **May and June 30, 2019.**
8. A Payroll Register as of **June 30, 2019.**
9. Two months (**May and June 2019**) **complete (all pages)** of bank account statements and their corresponding reconciliations for **all** accounts.

Note: The above information may be submitted in electronic form (Excel or PDF), in a flash drive, or paper format.

<u>E. Banking</u>

1. The bank name(s) and address(es) for **all** accounts.
2. The name(s) position and authorized signing level and amounts for **all** accounts for each authorized signer.
3. Indicate how often bank statements are reconciled.
4. Indicate if there is a separate account maintained for payroll.
5. Indicate when outstanding checks are considered void.
6. Indicate when outstanding checks are written off the books.

<u>F. Payroll Taxes</u>

1. A copy of the **first and second quarter of 2019** of the Employer's Quarterly Federal Tax Return (form 941) submitted to the IRS. **Submit evidence of payment of payroll taxes.**
2. A copy of the **first and second quarter of 2019** of the Florida Department of Revenue Employer's Quarterly Report (form RT-6) submitted to the State of Florida. **Submit evidence of payment of payroll taxes.**
3. Indicate if there are any outstanding tax liabilities.

Note: The above information may be submitted in electronic form (Excel or PDF), in a flash drive, or paper format.

G. Insurance

1. **Current** Certificates of Insurance for: general liability coverage, automobile, bonding, and workers' compensation.

Note: Failure to include the above required proposal components or the submission of incomplete documents would result in a reduced score or disqualification. SFWIB will not advise a Respondent of disqualification **prior to** the Public Review Forum.

DUE DILIGENCE REQUIREMENTS FOR EXISTING CONTRACTORS

In accordance with the Request for Proposals (**RFP**) competitive procurement process, Respondents shall submit for review, acceptable documentation demonstrating they can meet the critical criteria as well as fiscal accountability, in order for South Florida Workforce Investment Board (**SFWIB**) d/b/a CareerSource South Florida (**CSSF**) to conduct a fiscal due diligence review **prior** to making funding decisions.

Existing Contractors is defined as having a **current** contract with the SFWIB.

One original of the requested financial documents shall be submitted with your proposal. **Failure to provide all the requested documents would disqualify or significantly reduce the score of the Respondent agency.**

Due diligence is routed to the SFWIB’s Office of Continuous Improvement (**OCI**). Submitted documents shall be separately packaged and labeled “**OCI Financial Review Materials.**” Each section’s material shall be appropriately labeled and **kept in the order specified in sections B to G below.** A copy of this page shall be used as a check-off control sheet and clipped on top of the package.

If the Respondent agency is not able to provide any of the documents requested, a written explanation on a separate page shall be provided in place of the requested document, sufficiently detailing the reason(s) for not providing the document(s). An alternate document can be provided if it contains or provides the requested information. Final determination as to the suitability of the documents provided rests solely with the South Florida Workforce Investment Board’s Office of Continuous Improvement.

The following criteria will be used to evaluate the Respondent’s due diligence:

Criteria	Points Value
A. Critical Criteria	0
B. Legal Status	5
C. Sources of Revenue Funds and Income	5
D. Accounting System	25
E. Banking	5
F. Payroll Taxes	5
G. Insurance	5

The following list outlines the documents that shall be provided to the SFWIB for review:

A. Critical Criteria

1. Is the Respondent able to demonstrate a **\$150,000.00** funding reserve?

<u>B. Legal Status</u>

1. State of Florida Corporate Registration Certificate.
2. Articles of Incorporation and By-Laws.
3. Current State of Florida Annual Uniform Business Report (UBR).
4. List of the Board of Directors names and their position(s) in the Board, addresses, telephone numbers, e-mails, *gender, *race and *ethnicity (*=Not applicable to “For-Profit” organizations).
5. If the legal status of the applicant owns a fictitious name, please indicate the fictitious name, expiration date and explain the relevancy to the business.
6. Indicate if the applicant’s proposal to provide services is related to its previous activities, and how many years of experience have operated services of a similar nature to the services proposed.

If the applicant is an out-of-state entity that has not registered to do business in Florida, a copy of the filed Application by Foreign Corporation for Authorization to Transact Business in Florida shall be submitted for review. Also, please note that the documents subject to review shall be relevant and directly applicable to the entity that submitted the RFP, and would therefore be the entity of record, if selected for contract award. If the applicant of record submits a proposal that includes the use of another entity, then one of the entities shall be a registered fictitious name of the other entity. See Title XLVI, Chapter 865, Sec. 865.09 of the 1999 Florida Statutes (Fictitious Name Act).

<u>C. Source(s) of Revenue Funds and Income</u>
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1. The following documents **must** be submitted to confirm the \$150,000 funding reserve requirement and to assess a contractor’s viability:
 - a. Private sources of revenue (If none, so state):
 1. Must have an established and available line of credit
 2. Sales
 3. Private contracts
 4. Vendor contracts with government entities
 5. Other sources of private revenue (donations, contributions, etc.)
 - b. Established and available lines of credit (If none, so state):
 1. Submit supporting documentation, an original letter from the financial institution(s) indicating the total established amount of the line(s) of credit
 2. Name of the institution(s)
 3. Name(s) of persons authorized to withdraw from line of credit
 4. **Current** available balance and date of availability
 5. Expiration date
 6. Interest rate
2. Supporting documentation for **all** sources of revenue listed (contracts, award letters, agreements, etc.), shall be current, shall show the effective period and the total dollar amount.

Note: Supporting documentation must be submitted in its entirety, including signature page(s).

D. Accounting System

1. A set of financial statements as of **June 30, 2019**, to include:
 - a. Agency-wide Trial Balance
 - b. Statement of Financial Position (Balance Sheet)
 - c. Statement of Revenue and Expense
 - d. Budget and Expenditure Report
 - e. Agency-wide Budget
 - f. Aged accounts receivable and payable schedules

2. **Complete (all pages)** bank account statements and corresponding reconciliations for **all** bank accounts as of **June 30, 2019**.

3. Two (2) months of line of credit statements for **May and June 2019**.

Note: The above information may be submitted in electronic form (Excel, PDF), in a flash drive or paper format.

E. Banking

1. The bank name(s) and address(es) for **all** accounts.
2. The name(s) position and authorized signing level and amounts for **all** accounts for each authorized signer.
3. Indicate how often bank statements are reconciled.
4. Indicate if there is a separate account maintained for payroll.
5. Indicate when outstanding checks are considered void.
6. Indicate when outstanding checks are written off the books.

F. Payroll Taxes

1. An **original notarized statement** from the Contractor indicating that payroll taxes have been paid, and there are no outstanding tax liabilities.

G. Insurance

1. **Current** Certificates of Insurance for: general liability, automobile, bonding and workers compensation.

Note: Failure to include the above required proposal components or the submission of incomplete documents would result in a reduced score or disqualification. SFWIB will not advise a Respondent of disqualification **prior to** the Public Review Forum.

Job Titles and Rates

Payment to the **Contractor** shall be based upon the service units quoted to the SFWIB, which is below and incorporated herein by reference as if fully set forth herein, and according to the terms of the Agreement.

All unit rates include the Assigned employee's salary, applicable employment taxes and benefits, administrative fees, and other costs for information technology hardware and office equipment.

Name of Contractor: _____

SERVICE UNIT	HOURLY SALARY RATE	UNIT RATE	OVERTIME RATE
One hour of Temporary Agency Staff Coordinator Services	\$25.00	\$xx.xx	\$xx.xx
One hour of Supervisor Services	\$20.00	\$xx.xx	\$xx.xx
One hour of Support Staff Services	\$15.00	\$xx.xx	\$xx.xx
One hour of Eligibility Worker Services	\$15.00	\$xx.xx	\$xx.xx

Cost per Level 2 Background Screening: \$xx.xx

The overtime rate will be calculated by multiplying the unit rate by 1.5. The employee shall be paid at the rate of one and one half times the hourly salary rate for all overtime hours invoiced to the SFWIB. Only Level 2 Background Screenings conducted 30 days prior to the request to initiate services or after the request to initiate services will be reimbursed.

Exhibit B

INVOICE FOR FOOD FOR FLORIDA/DISASTER SNAP PROGRAM

Contractor's Name:

MONTH/YEAR OF:

PROGRAM: **FOOD FOR FLORIDA/DISASTER SNAP PROGRAM**

FEDERAL ID #:

ADDRESS (Number, City, State, Zip):

SITE LOCATION:

STRAIGHT TIME PAYMENT CALCULATOR

Contracted Positions	Total Number of Straight Time Hours Worked	Hourly Salary Rate	Straight Time Staffing Vendor Fees	Not Applicable	Straight Time Unit Rate <small>This should equal Exhibit A</small>	Total Straight Time Payment to Assigned Staff	Total Straight Time Staffing Vendor Fees	Total Straight Time PAYMENT to Staffing Vendor	Not Applicable	Straight Time AMOUNT DUE
	<small>Based on Exhibit C</small>	<small>From Exhibit A</small>			<small>Col 3+4</small>	<small>Col 2 x 3</small>	<small>Col 2 x 4</small>	<small>Col 7 + 8</small>		<small>Col 2 X 6</small>
STRAIGHT TIME	1	2	3	4	6	7	8	9		11

Temporary Agency Staff Coordinator		\$ 25.00				\$ -	\$ -	\$ -		\$ -
Supervisor Services		\$ 20.00				\$ -	\$ -	\$ -		\$ -
Staff Support Services		\$ 15.00				\$ -	\$ -	\$ -		\$ -
Eligibility Worker Services		\$ 15.00				\$ -	\$ -	\$ -		\$ -
						\$0.00	\$0.00	\$0.00		\$0.00
										SubTotal

OVERTIME PAYMENT CALCULATOR

Contracted Positions	Total Number of Overtime Hours Worked	Hourly Overtime Salary Rate	Overtime Staffing Vendor Fees	Not Applicable	Overtime Unit Rate <small>This should equal Exhibit A</small>	Total Overtime Payment to EMPLOYEES	Total Overtime Staffing Vendor Fees	Total Overtime PAYMENT to Staffing Vendor	Not Applicable	Overtime AMOUNT DUE
	<small>Based on Exhibit C</small>	<small>From Exhibit A</small>			<small>Col 3+4</small>	<small>Col 2 x 3</small>	<small>Col 2 x 4</small>	<small>Col 7 + 8</small>		<small>Col 2 X 6</small>
OVERTIME	1	2	3	4	6	7	8	9		11

Temporary Agency Staff Coordinator		\$37.50				\$ -	\$ -	\$ -		\$ -
Supervisor Services		\$22.50				\$ -	\$ -	\$ -		\$ -
Staff Support Services		\$18.00				\$ -	\$ -	\$ -		\$ -
Eligibility Worker Services		\$18.00				\$ -	\$ -	\$ -		\$ -
						\$ -	\$ -	\$ -		\$ -
										SubTotal

	Number of Units	Rate	AMOUNT DUE <small>Col 2 x 3</small>
Level 2 Background Screening			\$0.00
			SubTotal

TOTAL Payment to Staffing Vendor	\$0.00
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\$0.00	TOTAL DUE
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CERTIFICATION & APPROVAL

I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's contract with the SFWIB.

Authorized Signature _____

Date _____

Title _____

INSTRUCTIONS FOR EXHIBIT B INVOICE

Column 1: Name of Staffing Vendor:

1. Proof of Level 2 Background Screenings (including name of individual, date screened, screening results and whether or not the individual was hired) for each unit charged must be submitted along with the invoice.

Column 2: Insert the TOTAL number of **Straight Time** and **Overtime** hours worked per position. Add up the total amount of Straight Time hours worked by every assigned staff for each position. This should correspond to the final cumulative Straight Time hours and Overtime hours per position indicated on the final *electronic* **Daily Staffing Vendor Tracking and Reporting Form, Exhibit C**, which was completed to track the number of hours worked in each position at each Site.

Column 3: This is pre-populated on the invoice.

Column 4: Enter the amounts from the Pay Rate Table submitted to the SFWIB.

Column 5: Not Applicable

Column 6: Add Columns 3 and 4 (formula is already inserted).

Column 7: Multiply Column 2 times Column 3 (formula is already inserted).

Column 8: Multiply Column 2 times Column 4 (formula is already inserted).

Column 9: Add Columns 7 and 8 (formula is already inserted).

Column 10: Not Applicable

Column 11: Multiply Column 2 times Column 6 (formula is already inserted)

Once Column 4 is pre-populated from the Pay Rate Table, the invoice will automatically calculate the payment amounts once the number of hours are entered into Column 2.

Staffing Vendor Signature: Enter authorized signature, date and title

INSTRUCTIONS FOR EXHIBIT C

Daily Staffing Vendor Tracking & Reporting Form

Item 1: Fill in the Name of the Disaster SNAP Site

Item 2: Type in STAFFING VENDOR's NAME

Item 3: Fill in the name of the person completing the form

Item 4: Fill in the date of service

Item 5: Signature of the DCF Staff approving the hours and the date approved

Column A: Fill in the name of each Assigned Staff, last name first. This is a cumulative list. DO NOT remove names from this list, even if they are no longer working with the Disaster SNAP. The names should be sorted alphabetically by last name.

Column B: Fill in the ***last four (4) digits*** of the Social Security Number of the Assigned Staff, except for the final electronic Daily Temporary Staff Tracking and Reporting Form. This final electronic form must be submitted with the invoice and must contain the ***last four (4) digits*** of the Social Security Number for each Assigned Staff.

Column C: Fill in the Job Title. Please use the same designation for the same position so that it can be sorted by Excel. See Legend at top of form.

Column D: This column is completed on the first day of service. The information should be reflected on each subsequent day's log.

Column E: Insert the number of hours worked for each Assigned Staff for this day ONLY.

Column F: This number is reflective of the total number of *straight time* hours worked since beginning employment for the Disaster SNAP. This number can NEVER go above 40 and is reflective of the cumulative number of hours worked, exclusive of overtime hours.

Column G: This number is reflective of the total number of *overtime* hours worked after working 40 hours of straight time. *Example: On day 4, if the employee has worked 12 hours per day then Column E will indicate 12; Column F will indicate 40; and Column G will indicate 8.*

Column H: Utilized for any additional comments.

The **FINAL STAFFING VENDOR TRACKING & REPORTING FORM** shall be comprised of the same cumulative information submitted to the site manager on the final day of service; however this document shall be submitted to the SFWIB in an ***electronic*** Excel spreadsheet. This form **MUST** contain the ***last four (4) digits*** of the Social Security Number of each Assigned Staff. This will enable verification of subtotals of straight time and overtime hours per position invoiced on Exhibit B and will be utilized as supporting documentation for the invoicing.

Personal Appearance Guidelines For Disaster Food Stamp Program

Employees shall dress in business attire that is consistent with the type of work to be performed. Employees are not prohibited from wearing current and/or trendy clothing, hairstyles, facial hair or jewelry. However, at all times, employees' dress and personal appearance must be neat and clean. Although the Department recognizes cultural diversity with respect to jewelry, tattoos, hair and clothing styles, employees must maintain a professional appearance. Jewelry that is a distraction and/or inappropriate for the work setting may be prohibited. Tattoos shall be covered, to the extent possible.

Due to the nature of the Disaster Food Stamp Program, the following dress may be allowed:

- T-shirts, Casual shirts and blouses
- Casual pants, slacks, Capris or shorts
- Jeans (must be without holes, stains or tears)
- Closed shoes and well maintained athletic shoes
- Baseball caps or hats

The following should never be worn while on duty by either men or women:

- Sweat pants or leggings
- Flip-flops, house/bedroom slippers or excessively worn athletic shoes
- Sweatshirts, undershirts, tank tops or midriff tops
- Clothing or hats with sayings offensive that would be offensive to a reasonable person
- Revealing or transparent clothing

Working Title: TEMPORARY AGENCY STAFF COORDINATOR

The on-site Temporary Agency Staff Coordinator will report to the Temporary Staffing Agency and will supervise the temporary agency staff at the Food for Florida site to ensure that contract requirements are met. This is a highly responsible position that is responsible for tracking and maintaining time and attendance records and ensuring that the invoice amounts directly correspond to the Temporary Staff Tracking and Reporting Form.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor and a DCF contact for the FFF site. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES

1. Day-to-day personnel responsibilities for the temporary agency staff
2. Responsible for maintaining the time and attendance records of all temporary staff agency employees
3. Responsible for hiring and terminating temporary agency staff as directed
4. Coordinate with the incident reporting authority on site concerning any accidents or injuries claimed by temporary agency staff as well as any incident in which temporary agency staff may be involved
5. Elevate any problems or issues to the DCF Site Manager or Area Manager
6. Ensure that all temporary agency staff adhere to DCF required work hours and appropriate dress code
7. Responsible for personnel daily tracking and reporting and reporting to DCF and final reporting at the completion of the Food For Florida program.
7. Other duties as requested

KNOWLEDGE /SKILLS/ABILITIES

- Speaking – talk to others to effectively convey information
- Writing – communicates effectively with others
- Judgement and Decision Making – weighing the relative costs and benefits of a potential action
- Coordination – adjusts actions in relation to others' actions
- Management of Personnel Resources – motivate, develop, and direct people as they work, identifying the best people for the job
- Social Perceptiveness – being aware of others' reactions and understanding why they react the way they do
- Information Gathering – know how to find information and identifying essential information
- System Evaluation – look at many indicators of a system performance, taking into account their accuracy
- Critical Thinking – Use logic and analysis to identify the strengths and weaknesses of different approaches
- Identification of Key Causes – identify things that must change in order to achieve a goal
- Active Learning – work with new material or information to grasp its implications; ability to apply policy
- Active Listening – listening to what other people are saying and asking questions as appropriate
- Customer and Personal Service – knowledge of principles and processes for providing customer and personal services
- Administration and Management – knowledge of principles and practices involved in planning, coordination, and execution
- Idea Evaluation – evaluate the likely success of an idea in relation to the demands of the situation

- Mathematics – knowledge of basic arithmetic
- General Skills:
 - Ability to follow verbal and written instructions
 - Ability to deal effectively in high-stress situations
 - Ability to endure a 12-15 hour workday

Working Title: SUPERVISOR

The incumbent in this position reports to the Department of Children and Families Site Manager (Area Manager in a large location). They are responsible for supervising staff to organize and maintain orderly customer experiences throughout the D-SNAP location. Positions that they may supervise include: line control staff, meeter/greeters, general labor, eligibility workers and shipper batchers.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor and a DCF contact for the FFF site. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES:

1. Ensures coverage of all functions throughout the day accounting for breaks and lunch hours.
2. Ensures that the line of people waiting for Food for Florida services moves quickly and without incident
3. Ensures procedures are in place for picking people up who have special needs from the parking area
4. Ensures the Meeter/Greeters provide clipboards and answer questions to applicants so paperwork can be completed as quickly and easily as possible
5. Ensure clip board assemblers have necessary supplies to replenish clipboards throughout the day
6. Supervise line control staff located at various strategic points from entry to exit
7. Supervises eligibility workers and shipper batchers and ensures that applications are processed appropriately
8. Continually evaluates the physical environment and assigns tasks to Support Staff to ensure that customers are safe and comfortable
9. Continually evaluates the effectiveness of the line movement and make necessary adjustments as needed
10. Notify the DCF Site Manager or Area Manager of personnel, customer, security or other issues in a timely manner and the temporary staff agency representative
11. Other duties as requested

KNOWLEDGE /SKILLS/ABILITIES

- Speaking – talk to others to effectively convey information
- Writing – communicates effectively with others
- Judgement and Decision Making – weighing the relative costs and benefits of a potential action
- Coordination – adjusts actions in relation to others' actions
- Management of Personnel Resources – motivate, develop, and direct people as they work, identifying the best people for the job
- Social Perceptiveness – being aware of others' reactions and understanding why they react the way they do
- Information Gathering – know how to find information and identifying essential information
- Problem Identification – identify the nature of problems
- Critical Thinking – Use logic and analysis to identify the strengths and weaknesses of different approaches
- Identification of Key Causes – identify things that must change in order to achieve a goal
- Active Listening – listening to what other people are saying and asking questions as appropriate

- Customer and Personal Service – knowledge of principles and processes for providing customer and personal services
- Administration and Management – knowledge of principles and practices involved in planning, coordination, and execution
- Idea Evaluation – evaluate the likely success of an idea in relation to the demands of the situation
- Visioning – develop an image of how a system should work under ideal conditions
- General Skills:
 - Ability to follow verbal and written instructions
 - Ability to deal effectively in high-stress situations
 - Ability to endure a 12-15 hour workday and be on their feet most of the time

Working Title: SUPPORT STAFF

This position reports to the Supervisor. Support Staff have several duties or functions including: line control; meeting/greeting and providing information and instructions to customers; loading the clipboards and assembling required documents and/or distribution of clip boards loaded with application forms; assisting in maintaining the physical site to ensure orderly and efficient customer experiences.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES

1. Greet applicants at various strategic points from entry to exit and direct applicants through the line and maintain line organization and control.
2. Distribute pens and clipboards to applicants
3. Walk through the line giving instructions and offering assistance as needed and maintain estimated number of applicants in line and/or critical areas.
4. Identify and direct applicants who need special assistance
5. Inform applicants of how the application process works and approximate time involved.
6. Ensure the application is complete and legible and that the applicant has signed the application
7. Pre-screen and triage applicants; verify applicant pre-registration and direct to the appropriate area if an alert is received
8. Direct applicants to the next step in the process.
9. Identify potential crisis situations/individuals.
10. Maintain a constant supply of clipboards, applications and pens
11. Load the clipboards with applications and pens ensuring supplies in all languages
12. Ensure that loaded clipboards are available and distribute clipboards to strategic places in the line for Meeter/Greeters to provide to applicants
13. Retrieve clipboards from the tents and other drop off points
14. Sets up the tables and chairs at the site
15. Responsible for emptying trash cans into the dumpster during the day
16. Responsible for site clean-up throughout the day

17. Responsible for general maintenance at the site
18. Responsible for removing tables and chairs and loading equipment
19. Carries equipment and other supplies as needed to and from storage and work areas
20. Responsible for various other duties depending on type of site location
21. Assisting with distribution of ice and water
22. Transports supplies as directed
23. Other duties as requested

KNOWLEDGE/SKILLS/ABILITIES:

- Individuals in this position must be able to communicate effectively
- Follow verbal and written instructions in English
- Must be able to deal effectively in high-stress situations
- Must be able to endure a 12-15 hour workday
- Ability to stand for long periods of time

Working Title: ELIGIBILITY WORKER

This is a highly responsible position that reports to the Supervisor. The individual will be expected to complete the eligibility portion of the application process by reviewing the Food for Florida application with the applicant and completing the budget worksheet portion of the application; and may be asked to be responsible for collecting, counting, batching, tracking, reporting and shipping all documents, as well as maintain all lost and found items.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES:

1. Interview applicant and evaluate the household's eligibility requirements
2. Verify the identity of the applicant; check applicant's identity by viewing Driver's License or Florida ID card
3. Ensure application is complete, legible and properly filled out by completing the following steps:
 - Check for complete and legible mailing address on application.
 - Ensure that applicant has listed himself or herself in part A, Household Member section.
 - Check for First Name, Last Name and Date of Birth for each household member listed.
 - Check for Applicant Signature and Date on application.
 - If an authorized representative is applying for others, ensure Part C of application is complete with Authorized Representative Name and Signature. Authorized Rep must also have ID of person for whom they are applying.
4. Complete calculations in the budget worksheet portion of the paper application and sign
5. Complete denial notice for ineligible.
6. Direct the applicant with their application to the EBT worker if approved.
7. If an alert is received, direct applicant to Customer Service Representative (troubleshooter) to resolve the issue
8. Collect ALL applications (approved, denied, incomplete, blank).
9. Place applications and denial notices in appropriate box for processing. These will be collected by the Shipper/Batcher
10. Elevate applicant issues to the Supervisor
11. Collect paper applications throughout the day from Eligibility Screeners, EBT workers, Program Integrity workers, and Customer Service Representatives.
12. Batch documents in groups of 50 and keep a running count of approvals and denials
13. Place batches in shipping boxes and label boxes
14. Maintain tracking spreadsheet
15. Have boxes ready for courier pick-up according to schedule each day
16. Identify potential problems within the process and communicates workflow issues to the supervisor
17. Maintains lost and found items
18. Other duties as requested.

KNOWLEDGE/SKILLS/ABILITIES

- Basic Computer skills; Knowledge of Basic Arithmetic
- Ability to work with a diverse range of people and communicate effectively
- Ability to keep records and maintain a spreadsheet; Microsoft Excel experience
- Ability to conduct fact-finding interview to identify needs
- Ability to appropriately conduct a high volume of interviews
- Ability to accurately prepare documents and forms – Able to write legibly
- Ability to adapt to change
- Ability to deal calmly and effectively in high stress situations
- Ability to interpret and apply policy materials
- Ability to check shipments against invoices for discrepancies
- Ability to endure a 12-15 hour workday

AFFIRMATION STATEMENT

I, _____ affirm the following:

I agree that as an employee of the Disaster Food Stamp Program (“Program”), I shall not disclose or cause any third parties to disclose, any client information, or other information relating to the business, systems, procedures or interests of the Department of Children and Families (“Department”), which is regarded by the Department as secret, confidential and valuable, collectively referred to as “Confidential Information.” I further understand and agree that I shall not be authorized to disclose Confidential Information after my employment with the Program concludes. I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the Department or contracted provider, unless such disclosure is authorized in writing by an authorized Department staff.

I acknowledge that I have read this agreement, understand it, and agree to be bound by it.

Print Name

Signature

Date