



**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”)**

**(July 1, 2023 – June 30, 2024)**

**Release Date: June 12, 2023**

**All proposals shall be submitted by 3:00 p.m. E.T., on July 10, 2023, at  
South Florida Workforce Investment Board Headquarters,  
7300 Corporate Center Drive, Suite 500, Reception Desk,  
Miami, Florida 33126**

## TABLE OF CONTENTS

Page

<p><b>PART I. INVITATION</b></p> <p>A. SOUTH FLORIDA WORKFORCE INVESTMENT BOARD (SFWIB) BACKGROUND</p> <p>B. RFP PURPOSE</p> <p>C. DEFINITIONS</p>	<p>5</p>
<p><b>PART II. CALENDAR AND PROCESS</b></p> <p>A. SOLICITATION TIMETABLE</p> <p>B. METHOD OF SOLICITATION</p> <p>C. CONE OF SILENCE</p> <p>D. REQUEST FOR CLARIFICATION</p> <p>E. OFFERORS' CONFERENCE</p>	<p>6-7</p>
<p><b>PART III. PROPOSAL FORMAT &amp; SUBMISSION</b></p> <p>A. FORMAT, CONTENT AND ORGANIZATION</p> <p>B. PROPOSAL SUBMISSION GUIDELINES</p> <p>C. DUE DILIGENCE REQUIREMENTS</p>	<p>8</p>
<p><b>PART IV. SPECIFICATIONS</b></p> <p>A. SERVICES SOLICITED UNDER THIS RFP</p> <p>B. RECRUITING</p> <p>C. RECORDS AND DOCUMENTATION</p> <p>D. INVOICE REQUIREMENTS</p> <p>E. EMERGENCY PREPAREDNESS PLANNING</p>	<p>9-12</p>
<p><b>PART V. EVALUATION AND SELECTION</b></p> <p>A. CRITERIA FOR REVIEW</p> <p>B. EXPERIENCE/CAPABILITIES</p> <p>C. KEY PERSONNEL</p> <p>D. COST PROPOSAL</p> <p>E. DUE DILIGENCE-SELF ASSESSMENT EVALUATION</p> <p>F. CONTRACT AWARD</p> <p>G. APPEAL PROCESS</p>	<p>13-14</p>

<b>PART VI. TERMS AND CONDITIONS</b>	<b>15</b>
<b>PART VII. CONTRACTUAL SPECIFICATIONS</b> <b>A. INDEMNIFICATION</b> <b>B. CLEAN AIR ACT AND WATER POLLUTION ACT</b> <b>C. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION</b> <b>D. EMPLOYMENT ELIGIBILITY VERIFICATION</b> <b>E. CURRENT YEAR CORPORATE REGISTRATION</b> <b>F. CORPORATE/BOARD RESOLUTION/LLC AFFIDAVIT</b> <b>G. INSURANCE REQUIREMENTS</b> <b>H. FINANCIAL CAPACITY</b> <b>I. HOLIDAYS</b> <b>J. OVERTIME</b> <b>K. LEVEL 2 BACKGROUND SCREENING REQUIREMENTS</b>	<b>16-21</b>
<b>PART VIII. ATTACHMENTS</b> 1. VENDOR DATA FORM 2. REQUIRED DOCUMENTATION DESCRIPTION 3. CHECKLIST FOR SUBMITTING OPERATIONAL DOCUMENTS 4. CODE OF BUSINESS ETHICS AFFIDAVIT 5. DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT 6. ORIGINAL W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Rev. October 2018) 7. CORPORATE/BOARD RESOLUTION /LLC AFFIDAVIT 8. ASSURANCES AND CERTIFICATIONS A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTER B. CERTIFICATION REGARDING LOBBYING C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES F. SARBANES-OXLEY ACT OF 2002 G. ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)FUNDING RESTRICTIONS ASSURANCE H. SCRUTINIZED COMPANIES LISTS CERTIFICATION (section 287.135, Florida Statutes) I. DISCRIMINATORY VENDOR LIST	<b>22-63</b>

9. COST PROPOSAL WORKSHEET

10. DUE DILIGENCE -SELF ASSESSMENT EVALUATION

11. EXHIBITS

A. JOB TITLES AND RATES

B. INVOICE FOR FOOD FOR FLORIDA/DISASTER SNAP PROGRAM

C. DAILY TEMPORARY STAFF TRACKING & REPORTING FORM

D. PERSONAL APPEARANCE GUIDELINES FOR DISASTER SNAP PROGRAM

E. WORKING TITLES

F. AFFIRMATION STATEMENT

## 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](http://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	Da te	Time
Public Notice	June 12, 2023	N/A
Solicitation Release Date	June 12, 2023	N/A
Deadline for Request for Clarification Inquiries	June 22, 2023	12:00 p.m.
Offerors' Conference	June 26, 2023	11:00 a.m.
Deadline for Receipt of Proposals	July 10, 2023	5:00 p.m.
Public Review Forum	July 19, 2023	11:00 a.m.
Award Date on or about	July 24, 2023	N/A
Delivery Date	August 1, 2023	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](http://www.careersourcesfl.com)) for amendments to the schedule.

### B. Method of Solicitation

In an effort to assure the greatest degree of open competition and obtain the best technical responses and services at the best possible price, an 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, Yian Perrin at [yian.perrin@careersourcesfl.com](mailto:yian.perrin@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](http://www.careersourcesfl.com) under this RFP's Q&A.

## **E. Offerors' Conference**

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

Except for information provided at the Offerors' Conference, the SFWIB's staff is prohibited from communicating with respondents. Note that oral answers during the conference will not be binding on the SFWIB. Clarifications or modifications to the RFP shall only be made by written addenda to the RFP.

Answers to relevant questions during the conference will be posted on the SFWIB's website ([www.careersourcesfl.com](https://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 – Self Assessment Evaluation Form, Attachment 10
6. Checklist for Submitting Operational Documents, Attachment 3
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 Requirements

Respondent(s) must submit **one original** Due Diligence – Self Assessment Evaluation form notarized (Attachment 10).



## 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 August 1, 2023 through June 30, 2024, with the option to renew for two (2) additional one (1) year periods, in the SFWIB's sole discretion.

### A. Services Solicited Under this RFP

The Contractor shall provide the following service(s):

1. 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

**PART IV**

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 1<sup>st</sup> 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 via zoom. Please refer to CareerSource website at [RFQs / RFPs / ITNs | CareerSource South Florida \(careersourcesfl.com\)](https://careersourcesfl.com). Respondents are encouraged to attend the Public Review Forum.

**A. Criteria for Proposal Review**

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

Experience/Capabilities	20 points
Key Personnel	5 points
Cost Proposal	35 points
Due Diligence – Self Assessment Evaluation	40 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 two (2) 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 – Self Assessment Evaluation Form**

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

**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 **August 1, 2024**.
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](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 2023-2024, 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.

Respondent accepts and understands that the SFWIB receives its funding from DCF and reimbursement is subject to the release of funding to the SFWIB.

## **I. Holidays**

The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County ("County"), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for Holidays worked.

## **J. Overtime**

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

## **K. Level 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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