



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

REQUEST FOR PROPOSAL (RFP)

FOR

NATIONAL EMERGENCY GRANT TEMPORARY STAFFING SERVICES

(July 1, 2022 to June 30, 2025)

Release Date: February 16, 2022

**All proposals shall be submitted by 3:00 p.m. E.T., March 24, 2022 at
South Florida Workforce Investment Board Headquarters,
7300 Corporate Center Drive, Suite 500, Reception Desk,
Miami, Florida 33126**

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PART I INVITATION

A. South Florida Workforce Investment Board (SFWIB) Background

The South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB, CareerSource, or Board), Local Workforce Development Board (LWDB) for 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 the 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 Request for Proposals (RFP), the SFWIB through its competitive procurement process, is soliciting proposals to select organizations capable of employing dislocated workers as temporary workers for disaster relief allowable activities. These activities may include:

- Cleaning public buildings
- Removing debris
- Assisting with the provision of food and shelter, or other humanitarian assistance

The intent of this solicitation is made pursuant to authority granted in the WIOA Public Law 113-128 and in accordance with the guidelines in the Federal Register-Workforce Innovation and Opportunity Act; Final Rule Section 687 National Dislocated Worker Grants.

In addition to the requirements listed below, each proposal for these services must evidence the respondent's track record and successful performance in delivering the solicited or comparable services. Each respondent must also have, and document in its proposal, an in-depth knowledge of the fiscal, administrative and programmatic requirements of a National Emergency Grant and the SFWIB.

The SFWIB intends to award a contract(s) for Disaster Services, which are specified in Section III. Disaster Assistance Scope of Services.

**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 due date listed below:

A. Solicitation Timetable

RFP Events	Date	Time
Public Notice	February 16, 2022	N/A
Solicitation Release Date	February 16, 2022	N/A
Deadline for Request for Clarification Inquiries	February 28, 2022	4:00 p.m.
Offerors' Conference	March 3, 2022	4:00 p.m.
Deadline for Receipt of Proposals	March 24, 2022	4:00 p.m.
Public Review Forum	April 7, 2022	4:00 p.m.
Award Date on or about	April 21, 2022	N/A
Delivery Date	July 1, 2022	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, a 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. Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, this solicitation is under a Cone of Silence once it is advertised and until an award recommendation has been forwarded to the appropriate authority. Respondents directly contacting Board members, staff, or selection committee members risk immediate elimination of their proposal, among other penalties provided by law

D. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB Policy Manager at Robert.smith2@careersourcesfl.com not later than February 28, 2022 at 4pm.

Oral requests for clarification shall not be accepted. The SFWIB reserves the right to 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 for March 3, 2022 at 4pm.

Due to safety precautions the Offeror's Conference will be held via zoom conferencing. Please check the SFWIB's website (www.careersourcesfl.com) under RFP Q&A for zoom conferencing information.

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 SPECIFICATIONS

The Respondent(s) 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 selected Respondent(s) will enter into an agreement with the SFWIB effective July 1, 2022 through June 30, 2025, with the option to renew for one (1) additional one (1) year periods, in the SFWIB's sole discretion.

A. Services Solicited Under this RFP

The SFWIB is seeking professional temporary staffing services to be provided on an as needed basis to support the goals and objectives of the SFWIB. These services must include, but do not need to be limited to the following:

1. Staffing Services

Temporary assignments will vary in duration and are subject to the specific parameters of the National Emergency Grant.

Contractor shall:

- a. Ensure, at the Contractor's expense, the hiring process includes drug and alcohol testing of Contractor's employees, upon request of the SFWIB, prior to acceptance of Contractor's staff.
- b. Upon request of the SFWIB, end the temporary assignment of any employee found to be unqualified or not meeting for any reason SFWIB's expectation for his/her specific assignment.
- c. Hire individuals based on the Job Descriptions, Attachment 9, issued by the SFWIB and included in this solicitation.

2. Payroll Services

Contractor shall:

- a. Designate sufficient resources to ensure payroll services are seamless, accurate and processed on a timely basis.
- b. Work in conjunction with the needs of the SFWIB to process the payroll on a bi-weekly or weekly basis.
- c. Offer direct deposit and ensure direct deposits are posted to bank on pay date.
- d. Offer efficient payroll processing alternatives such as, paperless time reporting and pay cards.

3. Reporting Requirements

Contractor shall:

- a. Submit invoices that include supporting documentation that validates all wage payments, benefits, and withholdings for the payroll for which reimbursement is requested.
- b. Prepare payroll reports and provide them to the SFWIB on a bi-weekly basis.
- c. Prepare, in a timely manner, all year-end payroll/tax processing report(s).
- d. Remit all payroll taxes to federal and state agencies on bi-weekly basis.
- e. Handle unemployment and workers' compensation claims involving employees.

4. Technical Assistance

Contractor shall:

- a. Identify an individual to serve as the Project lead to work with the SFWIB's designated team member on projects.
- b. Provide training, either on-site or tele-conference, at the request of the SFWIB.

5. Timeframes

Contractor shall:

- a. Work and cooperate with the SFWIB to ensure on-boarding process coincides with the timeframes established and communicated by the SFWIB verbally or in writing within fifteen (15) days.

B. Recruitment/Referral Services

Contractor shall:

- a. Upon request of the SFWIB, recruit, screen, and assign its employees with the qualifications, training, formal education, licenses, skills, and abilities to perform the type of work described in each job description provided by the SFWIB.
- b. Upon request of the SFWIB, supply the SFWIB with more than one individual at a time to conduct an interview and to make a selection of the best qualified candidate for assignment.

C. Costs for Services

Contractor shall:

- a. Provide a flat rate mark-up percentage on the pay rate that will be billed to the SFWIB.

D. Locations

Contractor Shall:

- a. Specific locations will be determined by SFWIB on an as needed bases depending on the national disaster.

E. Available Funding

Funding for the services solicited under this RFP for 2022-25 will be dependent upon the awarded National Emergency Grant. Specific amounts cannot be determined at this time.

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PART IV 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 reserves the right to review, evaluate, or inspect, at any time, the qualifications or the product offered by the Respondent(s) to meet the RFP's requirements.

1. Obligation to delivery of services is required to begin on **July 1, 2022**.
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 this action as non-responsive.
5. Proposer'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 reserves the right to 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 proposer or the principals thereof which have direct or indirect ownership interest in another proposer 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. Proposers 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. In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County, for all competitive solicitations valued at more than \$250,000.000, the proposer must submit an executed Non-Collusion Affidavit to be eligible for contract award.
9. Any individual, corporation or other entity that attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation, or material misstatement(s), may be debarred for up to five (5) years. The SFWIB as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.
10. The SFWIB may conduct a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
11. Proposers 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 proposer shall not submit any information in response to this RFP, which the proposer 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 proposer.
12. This RFP does not establish an exclusive arrangement or employment between the SFWIB and the Respondent(s).

PART V 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 verification within twenty-four (24) hours from the request may result in the vendor being deemed as 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. Work Plan
4. Checklist For Submitting Operational Documents, Attachment 3
5. Operational Documents

B. Proposal Submission Guidelines

Respondents must submit to the SFWIB one (1) legible, unbound original paper copy with the pages numbered; and one (1) USB flash drive with documents saved in Microsoft Word with the budget documents saved in a Microsoft Excel file of the completed proposal package components no later than 4:00 p.m., March 24, 2022. **Any proposal package arriving post deadline will not be accepted by the SFWIB. 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 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.**

One (1) sealed proposal and one (1) USB Flash Drive 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 4:00 p.m. on March 24, 2022.

NOTE: The USB flash drive must contain the same documents provided in paper copy. It is the sole responsibility of the respondent to ensure that all documents submitted in paper copy are the same as those included on the USB flash drive. The USB flash drive must be submitted without password protection.

C. Due Diligence Submission Guidelines

Respondent(s) must submit responses with required documentation for review as part of SFWIB's **Due Diligence Requirements**.

One (1) original of the requested financial documents shall be submitted with your proposal. 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 Attachment 11**. **Failure to provide all requested documents in the package will disqualify or significantly reduce the score of the Respondent.**

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**PART VI
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.

Due to safety precautions the Offeror's Conference will be held via zoom conferencing. Please check the SFWIB's website (www.careersourcesfl.com) under RFP Q&A for zoom conferencing information.

A. Criteria for Proposal Review

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

Experience/Capabilities	50 points
Work Plan	25 points
Pricing structure	25 points
TOTAL SCORE	100

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.

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B. Experience/Capabilities

Respondent must provide the following as part of its proposal:

- a. Indicate how long your organization has been providing the service described in this RFP.
- b. Provide detailed information about the types of employers your organization has served in the past and is currently serving.
- c. Indicate experience providing this type of service to a governmental agency 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 from prior or current clients, including a contact name, title, address(es) and phone number of the responsible official(s) who may be contacted at each reference.

Please note: The SFWIB should be excluded as a reference if Respondent has provided or is currently providing similar services to the SFWIB.

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. The Respondent's decision to provide additional references does not obligate the SFWIB to consider or contact those references.

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:

- b. The identity of staff expected to be assigned to the project.
- c. For each of the staff members identified for this project, a resume of each individual's experience and tenure with Respondent's organization.
- d. Information pertaining to each individual's experience in the staffing business.
- e. Information pertaining to each individual's experience in working with National Disasters if applicable?

C. Work Plan

Respondent must provide the following as part of its proposal:

- a. Implementation - Describe how you plan to provide service(s) in the event of a natural disaster. Plan should also address how services would be provided in areas that have been affected by the disaster and may be without basic services (i.e. lights, running water, etc.).
- b. Monitoring of staff – Describe how you plan to monitor staff attendance and work performance.
- c. Contingency plan - Describe your plan to provide the service(s) in the event of unforeseen circumstance (i.e. staff no show, staff abandons assignment, etc.)

D. 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. Additionally, a contract award does not guarantee a National Emergency Grant Award. This contract will only be activated at the sole discretion of the Executive Director of CareerSource South Florida in the event that the SFWIB receives a National Emergency Grant.

- a. All proposal packages will be opened. However, submissions 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. Contractor'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.

E. Appeal Process

Respondents will be advised of the SFWIB's appeal process at the **Public Review Forum** scheduled for Thursday, April 7, 2022 at 4:00 p.m.

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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 or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Respondent expressly understands and agrees that any insurance policies required by the Contract or otherwise provided by the Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

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

B. Clean Air Act And Federal Water Pollution Control Act

The Respondent agrees that if this Contract is for more than \$150,000.00, Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Compliance With Energy Efficiency Provision

The Respondent shall comply with the mandatory standards and policies relating to energy efficiency, 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. Verification of Employment Eligibility (E-Verify)

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. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractors must also include in all subcontracts 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. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Contractor may be liable for any additional costs incurred by the SFWIB resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

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

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

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

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 successful Respondent(s) shall provide the SFWIB, prior to the execution of this Agreement, Certificates of Insurance or written verification (binders) required under this section or as determined by the SFWIB. Such insurance policies shall be in the amounts indicated below.
2. Commercial General Liability Insurance-\$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 the **certificate holder** and also be named as **an additional party insured** with respect to this coverage.
3. Workers' Compensation Insurance coverage shall be secured for all persons employed by the Contractor in an amount that is consistent with Chapter 440, Florida Statutes.
4. Workers' Unemployment Compensation/Re-employment Assistance Insurance (RAI) shall be secured for each person employed by the Contractor in a manner and amount 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

Successful Respondent(s) must ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

5. All insurance certificates and policies secured by the successful Respondent(s) shall be issued by companies authorized to perform such functions under the laws of the State of Florida.
6. All insurance certificates must list the SFWIB as "Certificate Holder" in the following manner:

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

7. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Agreement remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the Contractor shall submit new or renewed insurance certificates to the SFWIB prior to expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the SFWIB may immediately suspend the Agreement until such time as the new or renewed certificates are received by the SFWIB in the manner prescribed herein; provided, however, that this suspended period does not exceed ten (10) calendar days. Thereafter, the SFWIB may, in its sole discretion, terminate this Agreement without further notice.

H. Financial Capacity

Respondent to this RFP shall demonstrate they have twenty percent (20%) of the funding for services in PY 2021-22 to set aside as reserve. The SFWIB will not provide **cash advances**.

Respondents must submit responses with required documentation for review as part of SFWIB's **Due Diligence Requirements, Attachment 11**.

Submitted documents shall be separately packaged and labeled "**OCI Financial Review Materials**". **Failure to provide all required documents in the package will disqualify or significantly reduce the score of the Respondent.**

I. Holidays

The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County, unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by Miami-Dade 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 is **not** authorized under the National Emergency Grant. The respondent shall ensure that no employee works over 40 hours per week.

K. Drug and Alcohol Testing Requirement (Only if Required)

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

L. Level 2 Background Screening Requirement (Only if Required)

Prior to acceptance of Temporary agency personnel, the SFWIB, at its own expense, will conduct a comprehensive criminal background check by accessing the Florida Department of Law Enforcement's (FDLE) Volunteer and Employee Criminal History System (VECHS). The SFWIB, through the VECHS program, shall request fingerprint based criminal history background checks for all contingent personnel hired under this contract. 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. All contingent personnel shall be required to sign an authorization for the SFWIB to access criminal background information. Temporary agency personnel shall not commence working under this contract until written notice of acceptability has been provided by the SFWIB.

M. Addition/Deletion/Modification to Job Descriptions

The SFWIB may add, delete, or modify job descriptions at the option of the SFWIB. Any additions, deletions, or modifications will be agreed to through an amendment to the original Agreement, which shall be executed by the SFWIB and Contractor.

N. Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors¹

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause - *United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors> .

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

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¹ Required by the DOL October 13 memorandum for contracting grant officers.

**PART VIII
ATTACHMENTS**

**PY 2022-2025 RFP FOR
NATIONAL EMERGENCY GRANT STAFFING SERVICES**
