



Request for Proposals (RFP)

**Issued by: CareerSource South Florida
Procurement Department**
The Landing MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126
Website Address: www.careersourcesfl.com

RFP Number:	20230120
Title:	Request for Proposal for Public Relations – Social Media Service
Issue Date/Time:	January 20, 2023
RFP Closing Date/Time:	February 22, 2023
Pre-Proposal Conference:	Voluntary
Pre-Proposal Date/Time:	February 1, 2023, at 11:00 AM
Pre-Proposal Location:	Virtual
Deadline for Request for Clarification:	January 30, 2023, at 5:00 PM
Procurement Officer:	Rebecka Richardson
Submission Due Date:	February 22, 2023, 3:00 p.m. E.T.
Hard Copy Submittal Location:	South Florida Workforce Investment Board Headquarters 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126
Procurement Officer E-Mail Address:	Rebecka.Richardson2@careersourcesfl.com
Procurement Officer Facsimile:	305-477-0113

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Certification Statement

Vendor Data Form

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida (CSSF) reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read and understood all sections your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein. We (I) 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.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL (Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

SIGNATURE: _____

CERTIFICATIONS

LEGAL NAME OF FIRM: _____

ENTITY TYPE (Corp., LLC, etc.) _____

YEAR ESTABLISHED: _____

BUSINESS TAX NUMBER/OCCUPATIONAL LICENSE NUMBER: _____

BUSINESS/OCCUPATIONAL LICENSE ISSUING AGENCY: _____

BUSINESS/OCCUPATIONAL LICENSE EXPIRATION DATE: _____

FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN): _____

WILL SUBCONTRACTOR(S) BE USED? (YES OR NO): _____

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 1/1/20). If no addendum/addenda was/were issued, please insert N/A.:

IMPORTANT NOTICE TO PROPOSERS:

- FAILURE TO COMPLETE, SIGN AND UPLOAD THE CERTIFICATION STATEMENT AND CERTIFICATIONS SECTION WILL RENDER YOUR BID NON-RESPONSIVE.

HAVE YOU INCLUDED?

COMPLETED:	CHECKLIST
<input type="checkbox"/> Yes	Certification Statement This form <i>must be completed, signed, and returned</i> with Response
<input type="checkbox"/> Yes	Certification Sheet
<input type="checkbox"/> Yes	Local Office Location Affidavit, if applicable
<input type="checkbox"/> Yes	Complete Response with all required documentation: Includes all requirements as listed in <i>Section 5.0 Submission Requirements</i> and takes into consideration the evaluation criteria outlined in <i>Section 6.0 Evaluation/Selection Process</i> .

Terms and Conditions

1.0 General Conditions

GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/ services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the SFWIB/CSSF Procurement Procedures and/or Miami-Dade County and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1 ACCEPTANCE OF GOODS, EQUIPMENT OR SERVICES - Any good(s), equipment or services delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good(s) is/are made, and thereafter is accepted as satisfactory to the SFWIB. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the SFWIB are found to be defective or does not conform to specifications, the SFWIB reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2 ACCEPTANCE OF OFFER - Subject to prior occurrence of all condition's precedent set herein, submission of your solicitation response shall be considered an offer on the part of the Proposer; such offer shall be deemed accepted upon the occurrence of all conditions precedent and issuance by the SFWIB of a purchase order or notice to proceed, as applicable. In summation, execution of a Professional Services Agreement and/or Agreement, approval by a referendum as stated in this RFP, and issuance by the SFWIB of a purchase order, and/or notice to proceed, as applicable.

1.3 ACCEPTANCE/REJECTION - The SFWIB reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, Procurement Officer shall notify all affected Proposers and make available a written explanation for the rejection. The SFWIB also reserves the right to reject the response of any Proposer:

- 1) Who has previously failed to properly perform under the terms and conditions of a Professional Services Agreement ("PSA") and/or Agreement,
- 2) Who failed to deliver on time, contracts of a similar nature,
- 3) Who is not in a position to perform the requirements defined in this formal solicitation,
- 4) Who has been debarred,
- 5) Who is on the convicted vendors list,
- 6) Who is indebted to the SFWIB, or

7) Who is otherwise determined to be non-responsive or non-responsible.

The SFWIB further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may at its discretion, re-issue this formal solicitation.

1.4 ADDENDA - It is the Proposer's responsibility to ensure receipt of all Addenda. Addenda are available on the SFWIB's website only.

1.5 ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6 ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all its rights, title or interest herein, without the SFWIB's prior written consent.

1.7 ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post - judgment proceedings.

1.8 AUDIT RIGHTS AND RECORDS RETENTION - The Successful Proposer agrees to provide access at all reasonable times to the SFWIB, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor that are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for the required retention period of the Florida Public Records Law (chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Law is not applicable, for a minimum period of five (5) years after termination of this Agreement or any renewal. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the SFWIB.

1.9 AWARD OF CONTRACT:

A. The PSA and/or Agreement, the Formal Solicitation, the Proposer's response, any addenda issued, and the blanket purchase order shall constitute the entire contract, unless modified in accordance with any ensuing amendment or addenda

B. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the SFWIB. Where Proposer is in default of these contractual requirements, the SFWIB, through action taken by the Department of Procurement, will void its acceptance of the Proposer's Response and may accept the Response from the next lowest responsive, responsible Proposal most advantageous to the SFWIB or re-solicit the SFWIB's requirements. The SFWIB, at its sole discretion, may seek monetary restitution from Proposer

and its proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Proposer's default.

- C. The term of the contract shall be specified in one of three (3) documents which shall be issued to the Successful Proposer. These documents may either be a blanket purchase order, professional service agreement, and/or notice of award.
- D. The SFWIB reserves the right to automatically extend this contract for up to two (2) additional one (1) year periods. If the right is exercised, the SFWIB shall notify the Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days.
- E. Where the contract involves a single shipment of goods to the SFWIB, the contract term shall conclude upon completion of the expressed or implied warranty periods.
- F. A PSA and/or Agreement shall be awarded to the Proposer by the SFWIB based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the SFWIB reserves the right to execute or not execute, as applicable, a PSA and/or Agreement with the Proposer, whichever is determined to be in the SFWIB's best interests. Such PSA and/or Agreement which will be furnished by the SFWIB, will contain certain terms as are in the SFWIB's best interests, and will be subject to approval as to legal form by the SFWIB Attorney.

1.10 RESPONSE FORM - All forms should be completed, signed and submitted accordingly.

1.11 BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the SFWIB does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the SFWIB to evaluate and determine the equality of the item (s) bid/proposed. The SFWIB shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the SFWIB. Such samples are to be furnished after formal solicitation opening/closing only upon request of the SFWIB. If samples should be requested, such samples must be received by the SFWIB no later than seven (7) calendar days after a formal request is made.

1.12 CANCELLATION - The SFWIB reserves the right to cancel all formal solicitations before it's opening/closing. In the event of proposal cancellation, the Procurement Officer shall notify all prospective Proposers and make available a written explanation for the cancellation.

1.13 CAPITAL EXPENDITURES - Proposer understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the SFWIB, is a business risk which the Contractor must assume. The SFWIB will not be obligated to

reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the SFWIB.

1.14 NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the SFWIB be liable for, or responsible to, the Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the SFWIB has no control.

1.15 COLLUSION - Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection, either with any person, firm or corporation submitting a response for the same items/services or with the SFWIB's Procurement Department or initiating department. The Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Proposer certifies that it complies with the Conflict of Interest and Code of Ethics Laws. The SFWIB will investigate all potential situations where collusion may have occurred, and the SFWIB reserves the right to reject any and all responses where collusion may have occurred.

1.16 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, competitive solicitations etc., et. al., as applicable. SFWIB and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

- I. Conflict of Interest, 29 CFR 97.36 (b)(3), 2 CFR 200.303, F.S. 112.3143, or Section 101(f), WIOA.
- J. Cone of Silence, Section 2-11.1(t) of the Miami-Dade County code, Ordinance No. 08-111
- K. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
- L. Alcoholic beverage, food and beverage laws, approvals and permits as required by state and local laws.
- M. Miami -Dade County Shoreline Review Ordinance Chapter 33D, Article III, Miami-Dade County Code.

Lack of knowledge or notice by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, regulations, and laws may be considered grounds for termination of contract(s).

CONE OF SILENCE - Pursuant to Section 2-11.1(t) of the County code as amended by County Ordinance No. 08-111, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority, are under the Cone of Silence.

The Cone of Silence prohibits ex-parte communication regarding RFPs, RFQs, or RFLIs between a current or potential contractor and any SFWIB member, SFWIB staff person, or any other person serving as a selection committee member during the solicitation process.

The provision does not apply to, among other communications, oral communications with the SFWIB's Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document. The provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the SFWIB Commission during a duly noticed public meeting; or communications in writing or by email at any time with any SFWIB employee, official or member of the SFWIB Commission unless specifically prohibited by the applicable RFP, RFQ, or RFLI documents; or communications in connection with the collection of industry comments or the performance of market research regarding a particular RQ, RFP, ITB, ITN, by SFWIB Procurement staff.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami-Dade County Ethics Commission.

1.17 CONFLICT OF INTEREST - Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the SFWIB is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the SFWIB. Further, you must disclose the name of any SFWIB employee (or former employee of the SFWIB who left SFWIB service within the past two (2) years) who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's firm.

- A. Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within their trust, or perform their duties, to secure a special privilege, benefit, or exemption for itself, or others. Proposer may not disclose or use information not available to members of the general public and gained by reason of their position, except for information relating exclusively to governmental practices, for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.
- B. Proposer who is a person (every officer, official and employee of the SFWIB, including every member of any board, commission or agency of the SFWIB), hereby acknowledges that it has not contracted or transacted any business with the SFWIB or any person or agency acting for the SFWIB and has not appeared in representation of any third party before any board, commission or agency of the SFWIB within the past two years. Proposer further warrants that they are not related, specifically the spouse, son, daughter, parent, brother or sister, to: any member of the commission;
 - i. Any member of the commission;
 - ii. Any SFWIB employee; or
 - iii. Any member of any board or agency of the SFWIB.
- C. A violation of this section may subject the Proposer to immediate termination of any Professional Services Agreement with the SFWIB, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

COPYRIGHT OR PATENT RIGHTS - Proposers warrant that there has been no violation of any intellectual property, copyright or patent rights in manufacturing, producing, or selling the goods or equipment shipped or ordered and/or services provided as a result of this formal solicitation, and Proposers agree to hold the SFWIB harmless from any and all liability, loss, or expense occasioned by any such violation.

1.18 COST INCURRED BY PROPOSER - All expenses involved with the preparation and submission of Responses to the SFWIB, or any work performed in connection therewith shall be borne by the Proposer(s).

1.19 DEBARMENT AND SUSPENSIONS (Sec 18-107)

- (a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the SFWIB, after consultation with the Procurement Officer and the SFWIB attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of SFWIB Contracts. The debarment shall be for a period of not fewer than three years. The SFWIB shall also have the authority to suspend a Contractual Party from consideration for award of SFWIB Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Procurement Officer after approval by the SFWIB, the SFWIB attorney, and the SFWIB Commission.
- (b) Causes for debarment or suspension. Causes for debarment or suspension include the following:
- (i) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
 - (ii) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - (iii) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
 - (iv) Violation of Contract provisions, which is regarded by the Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
 - (v) Debarment or suspension of the Contractual Party by any federal, state, local, or other governmental (public) agency or entity.
 - (vi) False certification pursuant to paragraph (c) below.
 - (vii) Found in violation of a zoning ordinance for which the violation remains noncompliant.
 - (viii) Found in violation any SFWIB ordinance or regulation and for which a civil penalty or fine is due and owing to the SFWIB.
 - (ix) Any other cause judged by the SFWIB to be so serious and compelling as to affect the responsibility of the Contractual Party performing SFWIB Contracts.
- (c) Certification. All Contracts for goods and services, sales, and leases by the SFWIB shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have

been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(v).

- (d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the SFWIB shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.20 DEBARRED/SUSPENDED VENDORS - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: 1) submit a response for a contract to provide goods or services to a public entity; 2) Submit a response on a contract with a public entity for the construction or repair of a public building or public work; 3) Submit response on leases of real property to a public entity; 4) award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and 5) transact business with any public entity.

1.21 DEFAULT/FAILURE TO PERFORM - The SFWIB shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this agreement, the SFWIB will notify the Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the SFWIB notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract. Failure to begin the work under this Contract within the time specified.
- B. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- C. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- D. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Proposer incapable of performing the work in accordance with and as required by the Contract.
- E. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the SFWIB as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.22 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

- A. Responsive Proposal is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive.

- B. Determination of Responsibility. A Responsible Proposer shall mean a Proposer who has submitted a proposal and who has the capability, as determined by the SFWIB, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.
 - 1. Proposals will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.
 - 2. The SFWIB may consider any information available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the SFWIB or any other governmental entity, in making the award.
 - 3. The SFWIB may require the Proposer(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.23 DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the SFWIB's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The SFWIB will not be responsible for any oral instructions, clarifications, or other communications.

- A. Order of Precedence - Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.
 - 1) PSA and/or Agreement and/or any Amendments to the PSA and/or Agreement

- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.24 EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the SFWIB with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the SFWIB on a priority basis during such times of emergency.

1.25 ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this SFWIB Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the SFWIB and Contractor in cases involving RFPs, RFQs, and ITBs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. The Contract may be modified only by a written agreement signed by the SFWIB and Contractor.

1.26 ESTIMATED QUANTITIES - Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The SFWIB is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the SFWIB for purposes of determining the most advantageous Proposer meeting specifications. The SFWIB reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.27 EVALUATION OF RESPONSES

A. Rejection of Responses

The SFWIB may reject a Response for any of the following reasons:

- 1) Proposer fails to acknowledge receipt of addenda;
- 2) Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and
- 6) Response was not executed by the Proposer's authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The SFWIB may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the SFWIB.

B. Elimination from Consideration

A contract shall not be awarded to any person or firm which is in arrears to the SFWIB upon any debt or contract, or which is in default on a bid, payment/ performance, bond they have submitted or as the surety bond or certificate furnished has not performed despite demand they do so or otherwise upon any obligation to the SFWIB.

- 1) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the SFWIB or deliver on time contracts of a similar nature.
- 2) A contract may not be awarded to any person or firm which has been debarred by the SFWIB in accordance with the SFWIB's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well- established entity in line with the best industry practices in the industry as determined by the SFWIB.
- 2) The SFWIB may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the SFWIB or any other governmental entity in making the award.
- 3) The SFWIB may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.28 EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or ITN to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement, it may lead to terminating negotiations.

1.29 F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.30 FIRM PRICES - The Proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal

Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.31 FLORIDA MINIMUM WAGE

Florida Minimum Wage. In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Proposer's/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Proposer's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Proposer must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Proposer's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The SFWIB reserves the right to request and the Successful Proposer/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

1.32 GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.33 HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.34 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the SFWIB Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by

law;

- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the SFWIB of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the SFWIB for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.35 INDEMNIFICATION - Successful Proposer/Contractor shall indemnify, hold and save harmless, and defend (at its own cost and expense), the SFWIB, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Proposer/Contractor and persons employed or utilized by Successful Proposer/Contractor in the performance of this Contract. The Successful Proposer/Contractor shall further, hold the SFWIB, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the SFWIB its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the SFWIB, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the SFWIB by reason of any such claim or demand, the Successful Proposer/Contractor shall, upon written notice from the SFWIB, resist and defend such action or proceeding by counsel satisfactory to the SFWIB. The Successful Proposer/Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Proposer/Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Proposer/Contractor to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the SFWIB's option, any and all claims of liability and

all suits and actions of every name and description which may be brought against the SFWIB, whether performed by the Successful Proposer/Contractor, or persons employed or utilized by the Successful Proposer/Contractor.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Proposer/Contractor shall require all sub-consultant/contractor agreements to include a provision that each sub-contractor will indemnify the SFWIB in substantially the same language as this Section. The Successful Proposer/Contractor agrees and recognizes that the SFWIB shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Proposer/Contractor in which the SFWIB participated either, through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Successful Proposer/Contractor or other acts of the Successful Proposer/Contractor, the SFWIB, in no way, assumes or shares any responsibility or liability of the Successful Proposer/Contractor or sub-consultant/contractor under this Contract.

1.36 FORMATION AND DESCRIPTIVE LITERATURE - Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.37 INSPECTIONS - The SFWIB may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the SFWIB deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the SFWIB all reasonable facilities and assistance to facilitate the performance of tests or inspections by SFWIB representatives.

1.38 INSPECTION OF RESPONSE - Responses received by the SFWIB pursuant to a Formal Solicitation will not be made available until such time as the SFWIB provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Procurement Officer issuing the Solicitation. Tabulations also are available on the SFWIB's Web Site following recommendation for award.

1.39 INSURANCE - Within ten (10) days after receipt of Notice of Award, the Successful Proposer, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The SFWIB shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the SFWIB. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract.

Under such circumstances, the Proposer may be prohibited from submitting future responses to the SFWIB. Information regarding any insurance requirements shall be directed to the Insurance Administration, 7300 Corporate Center Drive, Suite 500, Miami, FL 33126, 305-929-1508 or Dianne.mills@careersourcesfl.com.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Proposer.

1.40 INVOICES - Invoices shall contain Purchase Order or Contract Number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.41 MANUFACTURER'S CERTIFICATION - The SFWIB reserves the right to request from Proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the Proposer must bear full liability.

1.42 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the SFWIB unless made in writing by the Procurement Officer of the SFWIB, through the issuance of a change order, addendum, amendment, or supplement to the agreement, contract, purchase order or award sheet as appropriate.

1.43 NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the SFWIB and Contractor, or to create any other similar relationship between the parties.

1.44 NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the SFWIB. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered not conforming to specifications may be rejected and returned at Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Proposer being found in default in which event any and all re-procurement costs may

be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the SFWIB's Supplier's list.

1.45 NONDISCRIMINATION - Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.46 NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the SFWIB reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful Proposer(s) to receive all orders that may be generated by the SFWIB in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the SFWIB in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the SFWIB.

1.47 NOTICE REGARDING "CURES" - Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), Invitation to Bid (ITB), Invitation for Bids (IFB), and Invitation to Negotiate (ITN) shall result in a non-responsive determination. Only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the SFWIB. Material irregularities, deficiencies, and technicalities cannot be cured by the proposer, and cannot be waived by the SFWIB.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The SFWIB will not give consideration to the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFP/Q. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process.

1.48 OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the SFWIB and is submitting a Response under this Formal Solicitation shall meet the SFWIB's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the SFWIB Charter. Others with a location outside the SFWIB shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the SFWIB may at its sole option and in its best interest allow the Proposer to supply the license to the SFWIB during the evaluation period, but prior to award.

1.49 ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.50 OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the SFWIB to the successful Proposer pursuant to this formal solicitation shall at all times remain the property of the SFWIB and shall not be used by the Proposer for any other purposes whatsoever without the written consent of the SFWIB.

1.51 PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.52 PREPARATION OF RESPONSES - Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Proposer's risk.

A. Each Proposer shall furnish the information required in the Formal Solicitation. The Proposer shall sign the Response and print in ink or type the name of the Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, where required.

If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside SFWIB premises unless otherwise specified. Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

B. The Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

- C. The Proposer should retain a copy of all response documents for future reference.
- D. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.
- E. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Proposer's response may be included as part of the contract, at the SFWIB's discretion.
- F. The SFWIB's Response Forms shall be used at all times. Use of any other forms will result in the rejection of the response.

1.53 PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the SFWIB.

1.54 PRODUCT SUBSTITUTES - In the event a particular good (that has been awarded and approved) becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the SFWIB's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.55 CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the SFWIB that it has not employed or retained any person or company employed by the SFWIB to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.56 PROPERTY - Property owned by the SFWIB is the responsibility of the SFWIB. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the SFWIB. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the SFWIB shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.57 PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.58 PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid 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 responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.59 PUBLIC RECORDS - Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to SFWIB contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the SFWIB and the public, to all documents subject to disclosure under applicable law. Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the SFWIB to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the SFWIB would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the SFWIB all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.
- E. All electronically stored public records must be provided to the SFWIB in a format compatible with the SFWIB's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE RECORDS CUSTODIAN OF PUBLIC RECORDS AT:**

Via e-mail: recordsrequest@careersourcesfl.com
 Office of the Executive Director. Telephone: 305-929-1500
 South Florida Workforce Investment Board
 The Landing at MIA

1.60 QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT

- All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.61 QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.62 REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the SFWIB Commission, the SFWIB or the Procurement Officer, as may be applicable, or revised to comply with the law.

1.63 RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

A. Authority to resolve Contract disputes. The SFWIB, after obtaining the approval of the SFWIB Attorney, shall have the authority to resolve disputes between the Proposer and the SFWIB which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the SFWIB Commission must approve the SFWIB's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the SFWIB.

Contract dispute decisions. If a dispute is not resolved by mutual consent, the SFWIB shall promptly render a written report stating the reasons for the action taken by the SFWIB Commission, or the SFWIB, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.64 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

Protest of solicitation.

- a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the Executive Director. A written notice of intent to file a protest shall be filed with the Executive Director within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Executive director; or
- b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the Procurement officer. A written notice of intent to file a protest shall be filed with the Executive Director within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Executive Director.

Protest of award.

- a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the Executive Director. A written notice of intent to file a protest shall be filed with the Executive Director within two days after receipt by the proposer of the notice of the SFWIB's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the SFWIB by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Executive Director; or
- b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the Procurement officer. A written notice of intent to file a protest shall be filed with the Executive Director within two days after receipt by the bidder of the notice of the SFWIB's determination of non- responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the SFWIB by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Executive Director.
- c. A written protest based on any of the foregoing must be submitted to the Executive Director within five days after the date the notice of protest was filed. A written protest is considered filed when received by the Executive Director.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Executive Director at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the SFWIB shall have authority to resolve protests filed under this chapter of the SFWIB Code. The SFWIB shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the SFWIB commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

- (1) Hearing officer. The hearing officer may be a special master as defined in chapter 2, article X, section 2- 811 of the SFWIB Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the SFWIB commission adopts a recommendation of the SFWIB attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.
- (2) Right of protest. Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the SFWIB regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the Executive Director and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.
- (3) Hearing date. Within 30 days of receipt of the notice of protest, the Procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the SFWIB relative to the solicitation or the award, which may include a recommendation for award by the SFWIB to the SFWIB commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.
- (4) Hearing procedure. The procedure for any such hearing conducted under this article shall be as follows:

- a. The SFWIB shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.
- b. The party, any intervenor, and the SFWIB shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the SFWIB response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.
- c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.
- d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.
- e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the SFWIB, the SFWIB Attorney, any intervenor, the Executive Director, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.
- f. The decisions of the hearing officer are final in terms of SFWIB decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the Executive Director within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the SFWIB shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the Procurement officer or the SFWIB commission as provided in subsection (b) above, unless the SFWIB makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

All costs accruing from a protest shall be assumed by the protestor.

1.65 SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the SFWIB. If not destroyed by testing, Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the SFWIB.

1.66 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Proposer shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the SFWIB through the proper officials, which may be withheld or conditioned, in the SFWIB's sole discretion.

1.67 SERVICE AND WARRANTY - When specified, the Proposer shall define all warranty, service and replacements that will be provided. Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.68 SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All

workmanship and services are to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the Proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of proposal.

1.69 SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted via sealed bid as per instructions in Section 4.0 PROPOSAL SUBMISSION at, or before, the specified closing date and time as designated in the Solicitation. NO EXCEPTIONS.

- A. Facsimile responses will not be considered.
- B. Failure to follow these procedures is cause for rejection of proposal.
- C. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Proposer. The SFWIB is not responsible for delays caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened and will not be considered for award.
- D. Late responses will be rejected.
- E. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- F. Modification of responses already submitted will be considered only if received at the SFWIB before the time and date set for closing of solicitation responses. Once a solicitation closes (closed date and/or time expires), the SFWIB will not consider any subsequent submission which alters the responses.

1.70 TAXES - The SFWIB is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Proposer.

1.71 TERMINATION -The SFWIB on behalf of the SFWIB reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A. The contractor is determined by the SFWIB to be in breach of any of the terms and conditions of the contract.
- B. The SFWIB has determined that such termination will be in the best interest of the SFWIB to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The SFWIB's obligation is contingent upon the availability of appropriate funds.

1.72 TERMS OF PAYMENT - Payment will be made by the SFWIB after the goods and/or services awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the SFWIB.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.73 TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The SFWIB reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular SFWIB business hours unless otherwise specified in the Special Conditions.

1.74 TITLE - Title to the goods or equipment shall not pass to the SFWIB until after the SFWIB has accepted the goods/equipment or used the goods, whichever comes first.

1.75 TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE - All Responses submitted to the SFWIB are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person.

By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the SFWIB for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the SFWIB by reason of any legal action challenging your claim.

1.76 UNAUTHORIZED WORK OR DELIVERY OF GOODS - Neither the qualified Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.77 VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, Proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the SFWIB's specifications.

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for public relations services for the SFWIB, as specified herein, from a source(s), fully compliant with the terms, conditions, and stipulations of the solicitation.

2.2 PRE-PROPOSAL CONFERENCE

A Virtual Voluntary pre-proposal conference will be held on **February 1, 2023, at 11:00 AM**, via ZOOM CONFERENCING. Please check the SFWIB's website (www.careersourcesfl.com) under RFP Q&A for zoom conferencing information. A discussion of the requirements of the Solicitation will occur at that time. Each potential Proposer is required, prior to submitting a Proposal, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the work to be performed. All questions and answers affecting the scope of work/specifications of the RFP will be included in an addendum,

Because the SFWIB considers the Pre-Proposal Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended. It is the Proposer's responsibility, prior to submitting a proposal, to acquaint themselves thoroughly, regarding any and all conditions and/or requirements that may affect the work to be performed in any manner. No allowance will be made because of lack of knowledge of these conditions.

2.3 PROPOSERS MINIMUM QUALIFICATION REQUIREMENTS

The minimum qualification requirements for this Solicitation are that the Successful Proposer shall:

- A. Have at least five (5) years of experience in providing public relations services to a large organization/corporation or government entity of similar size and complexity as the SFWIB;
- B. Have relevant experience providing services in the South Florida area or similar market demographic;
- C. Have no record of judgments, bankruptcy, pending lawsuits against the SFWIB or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the SFWIB;
- D. Not have any principal, officer, owner, or stockholder of Proposer be in arrears or in default of any debt or contract involving the SFWIB, nor have failed to perform faithfully on any previous contract with the SFWIB; and
- E. Not be a "debarred vendor" or have been convicted of a public entity crime under § 287.133, Florida State Statute.

2.4 PREFERRED QUALIFICATIONS

The Successful Proposer should have:

- A. Experience in various domestic U.S. media markets; and
- B. Adequate financial strength and resources to provide start-up-operations and reasonable working capital.

2.5 EXECUTION OF AN AGREEMENT

The Successful Proposer(s) evaluated and ranked in accordance with the requirements of this Solicitation, shall be afforded an opportunity to negotiate a Revocable License Agreement ("Agreement"), Attachment B with the South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida (CSSF) ("SFWIB") and SFWIB/CSSF. The SFWIB reserves the right to execute or not execute, as applicable an Agreement with the Successful Proposer(s) in substantially the same form as the draft Agreement included as part of this solicitation. Such Agreement will be furnished by the SFWIB, contain certain terms that are in the SFWIB's best interest, and be subject to approval as to legal form by the SFWIB Attorney.

Various terms including, without limitation, hold harmless/indemnity, insurance, conflicts, ethics, applicable law, and venue, etc. are not negotiable.

Prior to the execution of the Agreement, the Successful Proposer shall be an approved, registered entity to do business in the State of Florida. Successful Proposer shall complete all steps necessary as determined by the State of Florida's Division of Corporations, which can be found by visiting www.sunbiz.org. Once documentation approval has been received, the Agreement and any resultant Purchase Order or Notice to Proceed shall be executed.

2.6 TERM OF CONTRACT

The Proposer(s) qualified to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an agreement ("Agreement") with the SFWIB, which shall include, but not be limited to, the following terms:

- A. The term of the Agreement(s) shall be for one (1) year with the option to renew for two (2) additional one (1) year periods.
- B. The SFWIB shall have the option to extend or terminate the Agreement.

The renewal and any extensions of this contract are subject to the following:

- A. Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- B. Availability of funds.

Continuation of the agreement beyond the initial period is a SFWIB prerogative, not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the SFWIB.

2.7 NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the SFWIB, upon written notice to the Successful Proposer of such occurrence, shall have the unqualified right to terminate the contract without any penalty to expense to the SFWIB. No guarantee, warranty, or representation is made that any project will be awarded to any firm.

2.9 INSURANCE REQUIREMENTS

The successful Respondent(s) shall provide the SFWIB, prior to the execution of the contract, 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:

1. 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.
2. 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.
3. 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.

4. 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.
5. 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
6. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with the contract remain in force for the duration of the effective term of the contract. 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 contract 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 the contract without further notice.

2.10 METHOD OF PAYMENT

Payment will be made within 45 calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the SFWIB Project Manager, or designee.

The SFWIB will pay the contract price minus any liquidated damages and/or other damages to the Successful Proper upon completion and acceptance.

2.11 SUB-CONTRACTOR(S) OR SUB-CONSULTANT(S)

A Sub-Consultant, herein known as Sub-Contractor(s) is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this Solicitation. A Sub-Contractor shall be paid through Successful Proposer or Successful Proposer's firm and not paid directly by the SFWIB. Sub-Contractors are allowed by the SFWIB in the performance of the services delineated within this Solicitation. Proposer must clearly reflect in its Proposal the major Sub-Contractors to be utilized in the performance of required services. The SFWIB retains the right to accept or reject any Sub-Contractors proposed in the response of Successful Proposer or prior to agreement execution. Any and all liabilities regarding the use of a Sub- Contractor shall be borne solely by the Successful Proposer and insurance for each Sub-Contractors must be maintained in good standing and approved by the SFWIB throughout the duration of the Agreement. Neither Successful Proposer nor any of its Sub-Contractors are considered to be employees or agents of the SFWIB. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub- Contractors from performing work under this Solicitation.

Proposers shall include in their responses the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer, the Successful Proposer shall provide a list confirming the Sub-Contractors that the Successful Proposer intends to utilize in the Agreement, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any agreement that may result from this Solicitation, any applicable licenses, references, ownership, and other information required of Proposer.

2.12 PROJECT MANAGER

Upon award, Successful Proposer shall report and work directly with designee, who shall be designated as the Project Manager for the SFWIB.

2.13 SPECIFICATION EXEMPTION

Specifications are based on the most current literature available. Proposer shall notify the SFWIB Procurement Department, in writing, no less than fourteen (14) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. Proposers must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission.

Additionally, Proposers must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of Proposers to comply with these provisions will result in Proposers being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.14 ADDITIONAL SERVICES

Services not specifically identified in this request may be added to any resultant contract upon successful negotiation and mutual consent of the contracting parties.

2.15 EVALUATION/SELECTION PROCESS AND CONTRACT AWARD

The procedure for response evaluation, selection and award is as follows:

1. Solicitation issued;
2. Receipt of responses;
3. Opening and listing of all responses received;
4. Procurement staff will review each submission for compliance with the submission requirements of the solicitation, including verifying that each submission includes all documents required;
5. An Evaluation Committee ("Committee"), appointed by the Executive Director, comprised of appropriate SFWIB/CSSF personnel and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this solicitation and based upon the evaluation criteria as specified herein;
6. The Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Committee and shall be recorded;
7. The Committee reserves the right to rank the proposals and shall make its recommendation to the Executive Director requesting the authorization to negotiate. No Proposer(s) shall have any rights against the SFWIB/SFWIB arising from such negotiations thereof;
8. The Executive Director reserves the right to reject the Committee's recommendation to negotiate and instruct the Committee to re-evaluate and make another recommendation or reject all proposals. No Proposer(s) shall have any rights against the SFWIB/SFWIB arising from such termination thereof;
9. If the Executive Director accepts the Committee's recommendation to negotiate, the Procurement Officer will negotiate a final contract with the Successful Proposer, and submit a recommendation to award a contract to the Executive Director;
10. The Executive Director shall then submit his or her award recommendation and negotiated contract to the Board of Directors for approval. Written notice shall be provided to all proposers;
11. If the Executive Director accepts the award recommendation, the Executive Director's recommendation for award of contract will be sent via email to all Proposers, which will initiate the protest period.
12. After reviewing the Executive Director's recommendation, the Board of Directors may:
 - Approve the Executive Director's award recommendation and negotiated contract;
 - Reject all proposals;
 - Reject all proposals and instruct the Executive Director to reissue a solicitation; or

- Reject all proposals and instruct the Executive Director to enter into competitive negotiations with at least three individuals or firms possessing the ability to perform such services and obtain information from said individuals or firms relating to experience, qualifications and the proposed cost or fee for said services and make a recommendation to the Board of Directors.

The decision of the Board of Directors shall be final. Written notice of the award shall be given to the Successful Proposer.

2.16 FAILURE TO PERFORM

Should it not be possible to reach the Successful Proposer or its Project Manager, and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the SFWIB/CSSF reserves the right to declare Successful Proposer in default of the agreement or make appropriate adjustments to the Guarantee Deposit.

2.17 RECORDS

During the contract period, and for a least three (3) subsequent years thereafter, Successful Proposer shall provide the SFWIB/CSSF access to all files and records maintained on the SFWIB's behalf.

2.18 TRUTH IN NEGOTIATIONS

Execution of the resulting agreement by the Successful Proposer shall act as the execution of truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the resulting Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the SFWIB/CSSF determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

2.19 TERMINATION FOR DEFAULT

If Successful Proposer defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default, the SFWIB/CSSF Executive Director may terminate this Agreement, in whole or in part, upon written notice without penalty to the SFWIB/CSSF. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his or his Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the SFWIB/CSSF.

FOR CONVENIENCE

The SFWIB/CSSF Executive Director may terminate this Agreement, in whole or in part, upon 30 days prior written notice when it is in the best interest of the SFWIB/CSSF. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the SFWIB/CSSF the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Agreement is for services and so terminated, the

SFWIB/CSSF shall be liable only for payment in accordance with the payment provisions of the Agreement for those services rendered prior to termination.

2.20 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the SFWIB/CSSF and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify, or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the SFWIB/CSSF will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

2.21 ADDITION/DELETION OF ITEMS/SERVICE/LOCATION/FACILITY

Although this solicitation identifies specific items/services, it is hereby agreed and understood that any item/service may be added/deleted to/from this Contract at the option of the SFWIB/CSSF. When an additional item/service is required, the Supplier shall be invited to submit price quotes for the new item/service. If prices are not competitive, the SFWIB/CSSF maintains the right to add additional suppliers to the Contract to provide said item/service to the agency. If this quote is comparable with market offerings for similar items/services, the item/service shall be added to the contract, if it is in the best interest of the SFWIB/CSSF and an addendum shall be issued by the SFWIB/CSSF.

2.22 COUNTERPARTS; ELECTRONIC SIGNATURES

The resulting Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument, each of which shall be an original as against either party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. An executed facsimile or electronic scanned copy of the Agreement shall have the same force and effect as an original. The parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

3.0 SPECIFICATIONS/STATEMENT OF WORK

INTRODUCTION

The South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida (CSSF) oversees federal and state funded workforce programs via a non-profit Board of Directors. The organization connects human resource managers with qualified workers through a network of Career Centers, Access Points and Mobile Assistance Centers. Centers provide job search support for all levels, information on training opportunities, and employment assistance for dislocated workers, adults, youth, individuals with disabilities, veterans, persons transitioning from welfare to work and refugees. The SFWIB/CSSF core purpose is to improve the community's quality of life through a workforce that is well equipped to meet industry demand.

3.1 OVERVIEW

The SFWIB is seeking a qualified firm to provide public relations, social media marketing, project management and campaign services to the SFWIB/CSSF as described herein and in compliance with the conditions herein stated. The qualifying firm should meet the minimum requirements as stated in Attachment 2.

3.2 DESCRIPTON OF SERVICES

The qualifying firm may perform a range of duties including but not limited to:

- A. Media relations strategies
- B. Project Management
- C. Creative Services
- D. Website Usage/Visitation generation
- E. Branding
- F. Analytics and Reporting
- G. Crisis communications
- H. Social media management

Through the various social networking websites, the Contractor shall create, design and produce content that draws the attention of loyal followers and new customers to the CareerSource South Florida's (CSSF) array of services. Services provided under the Agreement: (1) will be performed in a competent and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB's expressed requirements set forth herein, including but not limited to the following:

3.3 MEDIA RELATIONS – Broadcasts News/Stories

- Proactive outreach to media for SFWIB/CSSF initiatives
- Development and execution of crisis communication as necessary
- Writing press releases/media alerts
- Writing and/or providing blogs for the website as needed
- Writing articles, advertorials, and op-ed pieces
- Organizing and managing media
- Promoting SFWIB/CSSF community events, projects, businesses, stakeholders

- Provide on-demand content pieces (press releases/media alerts, media pitches, etc.)
- Create and maintain relationships with local/regional, national, and select media outlets that reach target audiences and media outlets
- Prepare speaking points for SFWIB Board Members, Executive Director, and staff when attending events and press conferences

3.4 PROJECT MANAGEMENT

- Monitor and manage all media inquiries
 - Compilation and management of PR materials and news clippings
 - Coordinate media strategies with SFWIB Public Information Officer, staff and board
 - Attendance to the Board meetings, and other meetings as necessary – REQUIRED
 - Media training for staff as necessary
 - Ability to translate in Spanish and Haitian Creole

3.5 CREATIVE SERVICES

- Create digital assets
- Create, edit, and produce short videos for social media
- Create, edit, and produce short clips for SFWIB/CSSF podcasts, TV shows, and radio

3.6 WEBSITE USAGE/VISITATION

- Maximize social media to generate website traffic and grow traffic
- Provide content for posting on the website (press releases, blogs, pictures, video, etc.)

3.7 BRANDING

- Work with the SFWIB Public Information Officer to create a solid branding message that reflects the CSSF brand.

3.8 ANALYTICS AND REPORTING

- Develop a plan and strategy to maximize social media and traditional media outlets for added engagement, maximizing return on investment
- Detailed monthly report for completion of services
- Monthly social media report across all platforms

3.9 CRISIS COMMUNICATION

- Develop and execute crisis communications as necessary

3.10 SOCIAL MEDIA

The Contractor shall create and launch campaigns that will highlight CSSF’s targeted and influential audience. The Contractor shall accomplish this through strategic and successful promotions that will boost engagement and encourage CSSF’s target audience to interact with the CSSF brand. Those services are including but not limited to the following:

- Develop and implement a social media strategy for Instagram, Twitter, LinkedIn, and Facebook
- Engage and respond to direct messages, comments, and inquiries as necessary

- Promote all SFWIB/CSSF events

A. Social Media Management:

- The Contractor shall create and launch campaigns that will highlight CSSF's targeted and influential audience.
- The Contractor shall accomplish this through strategic and successful promotions that will boost engagement and encourage CSSF's target audience to interact with the CSSF brand.
- Provide expertise to the SFWIB in the implementation of its social media management strategy as set forth in Section IV below.
- Provide social media collateral creation and content development of engaging and professional visuals that reflect the CSSF brand on each of the social media channels.
- Create campaigns that keep the SFWIB top-of-mind with current target audience and spread word-of-mouth to potential new employers and job seekers.
- Keep the SFWIB abreast of new changing technology and trends.
- Research, monitor and recommend to the SFWIB other beneficial social media avenues to expand presence.
- Plan and implement monthly social media calendar.
- Collect data (that includes fans and followers, names, e-mails, mobile numbers, addresses, etc.) and provide data and reports to the SFWIB on the results of the marketing campaigns.
- Develop new partnerships to increase traffic

B. Facebook

- Manage and moderate the CSSF Facebook brand page
- Design and develop page visual banners and applications
- Develop fan base among target audience with continued focus on the message and brand consistency
- Engage content to increase visits and viral online word-of-mouth
- Engage job seekers and employers actively by regularly participating in conversations
- Create compelling content to increase engagement
- Regularly brainstorm and recommend and initiatives to offer through Facebook to keep target audience engaged and to drive brand awareness
- Create multi-level Facebook campaigns targeting employers and job seekers that includes the following:
 1. **Like Page Ad** to increase likes on the CSSF fan page to the target audience
 2. **Sponsored Post** to increase visibility with existing and new fans at no additional charge to the SFWIB
- Provide effective campaign execution
- Provide effective campaign management
- Provide ad development and design (**Like Page Ad** and **Sponsored Post**)

4.0 PROPOSAL SUBMISSION

Submission Requirements

Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and, in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this Solicitation. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

The responses to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive.

Cover Page

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers, if applicable Email addresses; Title of RFP; RFP Number; and Federal Employer Identification Number.

Table of Contents

The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

Include the signed RFP Certification Statement.

Include both the signed and completed RFP Certification Statement and the Certifications Form.

Executive Summary

A signed and dated summary of not more than two (2) pages containing Proposer's overall Qualifications and Experience and Technical Qualifications, as contained in the submittal. Proposer shall include the name of the organization, business phone and contact person and a summary of the work to be performed.

Proposer Experience, Qualifications and Diversity of Work Product

- A. Provide a brief history on the firm, including the year of establishment.
- B. Discuss the primary geographic markets served.
- C. Provide an annual report and/or related informational brochures.
- D. Include in detail, evidence that clearly demonstrates Proposer meets the minimum qualification requirements, pursuant to Section 2.5, Proposer's Minimum Qualification Requirements.
- E. Provide brief information regarding the firm's strengths in the following areas:
 - a) Communications for a Destination
 - b) National and International Media Relations
 - c) Regional and Local Media Relations
 - d) Advocacy

- e) Social Media, Campaign Development and Execution
- f) Influencer Relationship

Proposer’s Experience and Past Performance

- A. Provide a detailed list of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. The description should identify for each project:
 - a) Client
 - b) Description of work
 - c) Total dollar value of the contract
 - d) Dates covering the term of the contract
 - e) Client contact person and phone number
 - f) Statement of whether proposer is/was the prime contractor or subcontractor
 - g) If Proposer was the subcontractor, name the prime
 - h) Detail Proposer’s responsibilities and the results of the project
- B. Where possible, list and describe those projects performed for government clients or similar size private entities (including any work performed for the SFWIB/CSSF).
- C. Provide any other information or documentation related to Proposer’s qualifications and experience from which the SFWIB/CSSF can benefit under this contract, including any preferred qualifications listed in Section 2.6 of this Solicitation.
- D. Provide a list of no less than four (4) references within the past five (5) years for whom similar services were provided. Include the overall value of the contract, term of the contract, the address, phone number, email address and contact person of the person in the organization. The SFWIB/CSSF reserves the right to contact any reference as part of the evaluation process.
- E. Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees is or has been involved within the last five years.

Key Personnel Performing Services

- A. Provide a list/chart showing the Project Manager and all key personnel, including their titles, to be assigned as the primary team to the SFWIB/CSSF. This list/chart must clearly identify the Proposer’s Project Manager and other employees.
- B. Describe the experience, qualifications, and other vital information, including number of years of relevant experience on previous similar projects, of the Project Manager and all key personnel, who will be assigned to the SFWIB/CSSF.
- C. Provide resumes, if available with job descriptions and other detailed qualification information on the Project Manager and all key personnel who will be assigned to the SFWIB/CSSF.
- D. Provide the plan for retention, describing how the Proposer shall ensure the same level of qualification and experience, of all proposed key personnel who will be assigned to the

SFWIB/CSSF.

- E. Provide a list of subcontractors that may be employed on projects for the SFWIB/CSSF. Provide a summary noting the qualifications and experience of the subcontractor.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the SFWIB of any changes, intended or otherwise, to the Project Manager, key personnel, and subcontractors identified in its proposal.

Proposed Approach Plan to Providing the Services

Describe Proposer’s proposed media approach, tailored for the SFWIB/CSSF and Downtown Miami as a destination. This outline should consider the unique role of the SFWIB/CSSF as an advocate, facilitator, planner, and executor of strategies that strengthen Downtown Miami’s appeal as a livable SFWIB. Consideration should be given to the current national, state, and local economic conditions.

Clientele List

Provide a list of clients that may post a conflict to managing the SFWIB/CSSF account.

Financial Information

Provide documentation proving Proposer’s financial strength and ability to provide start-up operations and reasonable working capital to handle this contract. Such documentation may include its most recent certified financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial situation. If certified financial statements are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation.

Submit Attachment C – Revenue Proposal providing the proposed fee schedule to provide Public Relations services. Refer to Section 2.11, Fee Proposal, Contract Budget, and Escalation for details.

Proposers who do not submit Attachment C shall be deemed non-responsive and therefore, shall be disqualified from consideration.

Submission Guidelines

Respondents must submit to the SFWIB one (1) legible, unbound original paper copy with the pages numbered; and two (2) USB flash drives with documents saved in Microsoft Word or Microsoft Excel (financials) **no later than 3:00 p.m., February 22, 2023.** The SFWIB will have proper social distancing practices in place for submission.

Proposal packages shall be delivered to the address set forth on the cover page of the 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. No proposal package will be accepted via electronic mail or facsimile.**

NOTE: The USB flash drive must contain the same document 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.

Use only binder clips, paper clips or rubber bands to keep copies separate. Please do not staple.

5.0 PROPOSAL EVALUATION

EVALUATION CRITERIA

Proposals will be evaluated and ranked by an Evaluation/Selection Committee (“Committee”). The Committee will be comprised of appropriate SFWIB/CSSF personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Committee member.

Technical and Price Criteria and Points

Proposer’s (firm) experience, qualifications and diversity of work product. **30 Points**

Proposer's (and its sub-contractors’) staff experience, qualifications, and past performance in providing the type of services described in the solicitation, including relevant experience and qualifications of key personnel, including qualifications of subcontractors, that will be assigned to this project. **20 Points**

Proposer's approach and plan to provide the services requested in the solicitation. **30 Points**

Proposer's financial capabilities and completion of Attachment C – Fee Proposal. **20 Points**

Upon completion of the technical criteria evaluation indicated above, the Committee may choose to conduct oral presentations with the Proposers which the Committee deems to warrant further consideration. Upon completion of the oral presentations, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration, based upon the written documents combined with the oral presentation.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the SFWIB's/SFWIB/CSSF’s needs. The pricing evaluation is used as part of the evaluation process to determine the highest ranked proposer. The SFWIB reserves the right negotiate the terms, conditions, and pricing as may be in the best interest of the SFWIB.