



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

REQUEST FOR PROPOSAL (RFP)

FOR

TEMPORARY STAFFING SERVICES

(July 1, 2022 to June 30, 2023)

Release Date: February 7, 2022

**All proposals shall be submitted by 3:00 p.m. E.T., March 21, 2022 at
South Florida Workforce Investment Board Headquarters,
7300 Corporate Center Drive, Suite 500,
Miami, Florida 33126**

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PART I INVITATION

A. South Florida Workforce Investment Board (SFWIB) Background

The South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB, CareerSource, or Board), Local Workforce Development Board (LWDB) for Local Workforce Development Area (LWDA) 23 (Miami-Dade and Monroe Counties), is one of 24 LWDBs in the State of Florida. Through its network of CareerSource centers located across Miami-Dade and Monroe Counties, the SFWIB serves businesses, job seekers, adults, youth, dislocated workers, refugees and individuals transitioning from welfare to work.

The SFWIB is a governmental agency and instrumentality of both Miami-Dade and Monroe Counties, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. The Board is composed of volunteers who represent local private sector businesses, educational institutions, economic development agencies, labor organizations, veterans' interests, community-based organizations, and state and local government agencies. The Board conducts its business in accordance with federal and state laws, the Interlocal Agreement that created the SFWIB for LWDA 23 of the State of Florida, and the SFWIB's the by-laws and approved policies.

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

B. RFP Purpose

As described in this Request for Proposals (RFP), the SFWIB is seeking the services of a Staffing Company licensed in the state of Florida to provide **temporary staffing services** comprised of individuals assigned to work in areas that include, but are not limited to the following types of positions: managerial, administrative, clerical, accounting, and information technology at the SFWIB'S administrative office and various CareerSource center offices in Miami-Dade and Monroe Counties.

The successful respondent(s) to this RFP must offer a Benefits Program that provides medical, dental, and vision plans, and allows staff to accrue paid time off. The respondent(s) must have the capacity to provide services that meet the needs of the SFWIB in the most cost effective manner. The best-qualified respondent(s) will be determined upon review of the responses submitted, which will also be the basis for contract negotiations.

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**PART II
CALENDAR AND PROCESS**

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

A. Solicitation Timetable

| RFP Events | Date | Time |
|--|-------------------|-------------|
| Public Notice | February 6, 2022 | N/A |
| Solicitation Release Date | February 7, 2022 | N/A |
| Deadline for Request for Clarification Inquiries | February 24, 2022 | 5:00 p.m. |
| Offerors' Conference | March 9, 2022 | 3:00 p.m. |
| Deadline for Receipt of Proposals | March 21, 2022 | 3:00 p.m. |
| Public Review Forum | March 25, 2022 | 2:00 p.m. |
| Award Date on or about | June 20, 2022 | N/A |
| Delivery Date | July 1, 2022 | N/A |

The SFWIB, in its sole discretion, may change the schedule provided in the solicitation timetable, without further notice. Thus, the respondent must routinely check the SFWIB's website (www.careersourcesfl.com) for amendments to the schedule.

B. Method of Solicitation

In an effort to assure the greatest degree of open competition and obtain the best technical responses and services at the best possible price, a RFP is being used as the method of solicitation.

Notice of the RFP will be published in the LWDA's major newspapers and also be distributed via e-mail to agencies on the SFWIB's Vendor List. Upon its release, the RFP and all accompanying attachments will be published on the SFWIB's website.

C. Cone of Silence

All Respondents to this RFP are subject to the "Cone of Silence," which applies to solicitations and prohibits ex parte communications. Specifically, the "Cone of Silence" prohibits communications regarding this solicitation between a current or potential contractor and any SFWIB member, SFWIB staff person, or any other person serving as a selection committee member during this solicitation process. Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, this solicitation is under a Cone of Silence once it is advertised and until an award recommendation has been forwarded to the appropriate authority. Respondents directly contacting Board members, staff, or selection committee members risk immediate elimination of their proposal, among other penalties provided by law

D. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB Procurement section at cssf_procurement@careersourcesfl.com not later than the deadline indicated in the RFP timetable.

Oral requests for clarification shall not be accepted. The SFWIB reserves the right to reject any or all requests for clarification, in whole or in part. All written requests for clarification accepted by the SFWIB, along with corresponding responses, will be posted on the SFWIB's website at www.careersourcesfl.com under this RFP's Q&A.

E. Offerors' Conference

An Offerors' Conference will be held to afford Respondents an opportunity to communicate questions and/or concerns relevant to the RFP. Although attendance is not required, all potential Respondents are strongly encouraged to attend.

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

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

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

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PART III SPECIFICATIONS

The Respondent(s) selected to provide the services specified below assures the SFWIB that the services (i) will be performed in a good workmanlike and professional manner, (ii) shall conform to generally prevailing industry standards and practices, and (iii) shall conform to SFWIB's expressed qualifications and attributes for any given assignment.

The selected Respondent(s) will enter into an agreement with the SFWIB effective July 1, 2022 through June 30, 2023, with the option to renew for two (2) additional one (1) year periods, in the SFWIB's sole discretion.

A. Services Solicited Under this RFP

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

1. Staffing Services

Temporary assignments will vary in duration and may be extended beyond one year.

Contractor shall:

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

2. Payroll Services

Contractor shall:

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

3. Reporting Requirements

Contractor shall:

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

4. Technical Assistance

Contractor shall:

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

5. Timeframes

Contractor shall:

- a. Work and cooperate with the SFWIB to ensure on-boarding process coincides with the timeframes established and communicated by the SFWIB verbally or in writing within sixty (60) days.

6. Employee Benefits

Contractor shall:

- a. Comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer's shared responsibility relating to the offer of "minimum essential coverage" to all full-time employees. Insurance coverage shall, at a minimum, meet state and federal regulations.

- b. Offer **multiple** benefit plan options **at the time of submittal of proposal**.

Benefit shall include:

- i. Medical, Dental and Vision
- ii. HMO-low option/high option
- iii. PPO-low option/high option
- iv. Prescription coverage
- v. Vacation and Sick Accrual

B. Recruitment/Referral Services

Contractor shall:

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

C. Costs for Services

Contractor shall:

- a. Provide mark-up percentage on the pay rate that will be billed to the SFWIB for each identified labor type.

D. Locations

To be determined based on need of agency

E. Available Funding

Funding for the services solicited under this RFP for 2022-23 will be determined by the SFWIB Board.

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PART IV TERMS AND CONDITIONS

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

1. Delivery of services is required to begin on **July 1, 2022**.
2. Respondents must submit responses as indicated in the Proposal Format & Submission of this RFP.
3. Companies are not under any obligation to respond.
4. Proposals will be opened in the presence of the Respondent's representative(s) who choose to attend.
5. Late proposals shall not be accepted. If a proposal is late or not received within the specified deadline, the SFWIB shall consider this action as non-responsive.
6. Proposers organization must be fully registered as a vendor with Miami-Dade County and/or the State of Florida prior to being awarded a contract. Vendors are encouraged to check Miami-Dade County's website at www.miamidade.gov/procurement/vendor-registration.asp and the State of Florida's website at <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>.
7. 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.
8. Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. "Related parties" shall mean the proposer or the principals thereof which have direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be deemed collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive proposing may be terminated for default.
9. In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County, for all competitive solicitations valued at more than \$250,000.000, the proposer must submit an executed Non-Collusion Affidavit to be eligible for contract award.
10. Any individual, corporation or other entity that attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation, or material misstatement(s), may be debarred for up to five (5) years. The SFWIB as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.
11. The SFWIB may conduct a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
12. Proposers are hereby notified that after opening of proposals and in compliance with chapter 119 of the Florida Statutes, the "Public Records Law," all information submitted as part of, or in support of proposal submittals will be available for public inspection. The proposer shall not submit any information in response to this RFP, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the SFWIB in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.
13. This RFP does not establish an exclusive arrangement or employment between the SFWIB and the Respondent(s).

PART V PROPOSAL FORMAT & SUBMISSION

The Respondent(s) must meet all requirements under this RFP in order to be considered. After opening the proposals, and upon vendor selection, for verification purposes, the SFWIB may require additional proof of satisfying the RFP's requirements. Failure to provide additional required verification within twenty-four (24) hours from the request may result in the vendor being deemed as non-responsive.

A. Format, Content and Organization

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

All proposal packages must be assembled in the following format:

1. Vendor Data Form, Attachment 1
2. Experience/Capability
3. Work Plan
4. Pay Rate Table, Attachment 10
5. Proposer's Benefit Plan Description/Coverage/Cost
6. Checklist For Submitting Operational Documents, Attachment 3
7. ALL Operational Documents

B. Proposal Submission Guidelines

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

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

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

C. Due Diligence Submission Guidelines

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

One (1) original of the requested financial documents shall be submitted with your proposal. Submitted documents shall be separately packaged and labeled "**OCI Financial Review Materials**". Each section's material shall be appropriately labeled and **kept in the order specified in Attachment 11**. **Failure to provide all requested documents in the package will disqualify or significantly reduce the score of the Respondent.**

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**PART VI
EVALUATION AND SELECTION**

The SFWIB will conduct a review of all proposals received by the deadline. Proposals will be evaluated first to determine if all information required by the RFP is complete. Incomplete proposals or those not satisfactorily addressing each requirement of the RFP may be disqualified as non-responsive. During the evaluation process, the SFWIB may or may not consider additional information submitted with proposals.

The evaluation process will be conducted in a thorough and impartial manner at a publicly noticed selection committee meeting (Public Review Forum) held in accordance with the Florida Public Meetings Law.

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

A. Criteria for Proposal Review

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

| | |
|---------------------------|-----------|
| Experience/Capabilities | 15 points |
| Work Plan | 15 points |
| Benefits Package | 20 points |
| Pricing structure | 20 points |
| Staffing/Job Descriptions | 30 points |
| TOTAL SCORE | 100 |

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

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B. Experience/Capabilities

Respondent must provide the following as part of its proposal:

- a. Indicate how long your organization has been providing the service described in this RFP.
- b. Provide detailed information about the types of employers your organization has served in the past and is currently serving.
- c. Indicate experience providing this type of service to a governmental agency or not-for-profit agency.
- d. Provide start and completion dates of projects/contracts successfully completed. Also include the name(s), address(es), and phone number(s) of the responsible official(s) of the employer(s) who may be contacted.

Past Performance References

Respondent must provide the following as part of its proposal:

- a. A minimum of three (3) references from prior or current clients, including a contact name, title, address(es) and phone number of the responsible official(s) who may be contacted at each reference.

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

These references must be responsive to the SFWIB when contacted for reference check. References who fail to respond to the SFWIB will reduce the score of the Respondent. The Respondent's decision to provide additional references does not obligate the SFWIB to consider or contact those references.

Key Personnel

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

Respondent must provide the following as part of its proposal:

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

C. Work Plan

Respondent must provide the following as part of its proposal:

- a. Implementation - Describe how you plan to provide service(s) without disrupting the current service level(s). **If Respondent is current Contractor, so indicate and provide an implementation plan from current contract to the anticipated new contract.**
- b. Contingency plan - Describe your plan to provide the service(s) in the event of unforeseen circumstance (i.e. staff no show, staff abandons assignment, etc.)

D. Contract Award

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

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

Final award of a contract will be contingent upon:

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

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

E. Appeal Process

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

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**PART VII
CONTRACTUAL SPECIFICATIONS**

A. Indemnification

For Florida Governmental Entities: The Respondent shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, subject to the provisions of that statute whereby the Respondent shall not be held liable to pay a personal injury or property claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Respondent arising out of the same incident or occurrence, exceed the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or cause of action which may arise as a result of the negligence of the Respondent or the Respondent's officers, employees, servants, agents, partners, principals, or subcontractors.

All Entities Which are Not Florida Governmental Entities: The Respondent shall indemnify and hold harmless the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Respondent expressly understands and agrees that any insurance policies required by the Contract or otherwise provided by the Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

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

B. Clean Air Act And Federal Water Pollution Control Act

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

C. Compliance With Energy Efficiency Provision

The Respondent shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

D. Verification of Employment Eligibility (E-Verify)

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify.

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

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

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

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

E. Current Year Corporate Registration

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

F. Corporate/Board Resolution /LLC Affidavit

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

or

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

G. Insurance Requirements

1. The successful Respondent(s) shall provide the SFWIB, prior to the execution of this Agreement, Certificates of Insurance or written verification (binders) required under this section or as determined by the SFWIB. Such insurance policies shall be in the amounts indicated below.
2. Commercial General Liability Insurance-\$1,000,000.00 aggregate; this insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. The SFWIB shall be the **certificate holder** and also be named as **an additional party insured** with respect to this coverage.
3. Workers' Compensation Insurance coverage shall be secured for all persons employed by the Contractor in an amount that is consistent with Chapter 440, Florida Statutes.
4. Workers' Unemployment Compensation/Re-employment Assistance Insurance (RAI) shall be secured for each person employed by the Contractor in a manner and amount which is in accordance with federal and state laws. Submit the following documents:
 - A copy of the two most recent RT-6 reports, (or RT-29 if applicable), submitted to the State of Florida.

Proof that RAI taxes were paid to the State of Florida:

- **Tax summary page or tax impound pages from your P.E.O., or**
- **Bank statements showing payments/electronic funds transfers to the State, or**
- **Copies of canceled checks**

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

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

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

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

H. Financial Capacity

Respondent to this RFP shall demonstrate they have twenty percent (20%) of the funding for services in PY 2022-23 to set aside as reserve. The SFWIB will not provide **cash advances**.

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

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

I. Holidays

The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County, unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by Miami-Dade County, the SFWIB will notify the Contractor in advance. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for holidays worked. The holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

J. Overtime

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

K. Drug and Alcohol Testing Requirement

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

L. Level 2 Background Screening Requirement

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

M. Addition/Deletion/Modification to Job Descriptions

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

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

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

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

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

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

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

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph

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

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**PART VIII
ATTACHMENTS**

PY 2022-23 RFP FOR TEMPORARY STAFFING SERVICES

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VENDOR DATA FORM

Having carefully read and understood all sections of this RFP, I/we agree to provide all labor and materials as per specifications described in this RFP. I/we understand that the SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.

Please provide the information below:

| | |
|---|---|
| Company's Name | |
| Federal ID No. | |
| Mailing Address | |
| | |
| Telephone /Fax | |
| e-mail address | |
| Contact Person's name and Title | |
| Has your company been in business since July 2006 providing the same type of service under the same business name? | Yes / No If no, please explain in a separate attachment, labeled "Vendor Data - Supplemental Information" |
| Currently registered with Florida Department of State (Sunbiz.org) | Yes / No |
| Currently a registered Vendor with Miami-Dade County and/or the State of Florida | Yes / No |

| | |
|---|--|
| Please specify – Corporation, Sole Proprietorship, For Profit, LLC, Community Based Organization, etc. | |
|---|--|

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

**REQUIRED DOCUMENTATION DESCRIPTION
PY' 22-23**

(Use Blue Ink For Forms Requiring Completion)

1. Current Year Corporate Registration

A copy of the current year corporate registration certificate or current year permit/license issued by the Division of Licensing Department of State, State of Florida is required by the SFWIB to insure that the Respondent is currently active and approved to do business in the State of Florida. **[Not applicable to Governmental Jurisdictions]**

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

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

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

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

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

5. Corporate/Board Resolution /LLC Affidavit:

- ***Corporate/Board Resolution*** (Form Sample F-4) shall identify, by name and title (President or Vice President), the individual(s) authorized by the Respondent's Board of Directors to enter into a contract in the name and on the behalf of the Respondent's **Organization** with the SFWIB.

or

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

6. Insurance Requirements

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

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

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

i. Commercial General Liability Insurance shall be:

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

ii. Worker's Compensation Insurance

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

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

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

- A copy of the two most recent RT-6 reports, (or RT-29, if applicable), submitted to the State of Florida.

Proof that RAI taxes were paid to the State of Florida:

- Tax summary page or tax impound pages from your P.E.O., or
- Bank statements showing payments/electronic funds transfers to the State, or
- Copies of canceled checks

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

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

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

- The Contractor shall insure that all insurance required under its contract **is secured prior to the effective period of performance of the contract.**
- All Policies and Certificates of Insurance shall be in the possession of the SFWIB prior to the execution of the contract.** If the Contractor secures any of the insurance policies, which have effective

dates that are subsequent to the beginning effective period of the contract, then **the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.**

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

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

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

or

- The company shall hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized to do Business in Florida,” issued by the State of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.

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

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

In the event that an insurance policy is cancelled during the effective period of the contract, the SFWIB shall withhold all payments from the Contractor until a new Certificate of Insurance is submitted and accepted by the SFWIB. The new insurance policy shall cover the period commencing from the date of cancellation of the prior insurance policy.

If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may forthwith terminate the contract.

7. Assurances and Certifications

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

- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification Regarding Lobbying
- Certification Regarding Drug-Free Workplace Requirements
- Non-Discrimination and Equal Opportunity Assurances
- Certification Regarding Public Entity Crimes
- Sarbanes-Oxley Act of 2002
- Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance
- Scrutinized Companies Lists Certification, section 287.135, Florida Statutes
- Discriminatory Vendors Lists

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

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CHECKLIST FOR SUBMITTING OPERATIONAL DOCUMENTS

Agency Name: _____

Date: _____

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

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

CODE OF BUSINESS ETHICS AFFIDAVIT

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____-____/____/____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal



DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

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

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

Local Workforce Development Board: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Description or Nature of Contract: _____

Description of Financial Benefit*: _____

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

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

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

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

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

Signature of Board Member/Employee

Print Name

Date

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|---|---|--|---|---|--|---|---|--|--|--|--|---|---|--|--|--|--|
| Social security number | | | | | | | | | | | | | | | | | | | | | | |
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| Employer identification number | | | | | | | | | | | | | | | | | | | | | | |
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Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of the _____ (*Respondent Name*); that said Board hereby authorizes and instructs _____ (**Name & Title**) to enter into a contract in the name and on the behalf of this corporation with the South Florida Workforce Investment Board (SFWIB) for the operation of the **Temporary Staffing Services** for the period of **July 1, 2022 through June 30, 2023.**

Thereupon declared this resolution duly passed and adopted this _____ day of _____, 2022.

ATTEST

Signature of Secretary of the Board

Printed Name of Secretary of the Board

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

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

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

hereby swear or affirm that:

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

ATTACHMENT 7

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

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

Signature

Title(s)

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

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

(Signature of Notary Public)

(Print, type or stamp name of notary public)

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

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

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

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

hereby swear or affirm that:

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

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

ATTACHMENT 7

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

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

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

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

Signature

Title(s)

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

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

_____ (Signature of Notary Public)

_____ (Print, type or stamp name of notary public)

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

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent (hereinafter referred to as “Contractor”) has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- B. Certification Regarding Lobbying (29 CFR Part 93)**
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
- F. Sarbanes-Oxley Act of 2002**
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- I. Discriminatory Vendors (section 287.134, Florida Statutes)**

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor’s knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor’s subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and

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

8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES

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

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title XI – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both."

Section 1107 – Retaliation against Informants – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both."

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of a contract, the Contractor assures that the Contractor will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

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

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

Contractor Name

***Name and Title of Authorized Representative**

Signature of Authorized Representative

Date

***The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.**

JOB DESCRIPTIONS

Group 1 – Headquarter Operations Administrative/Clerical/Information Technology/Accounting

Job Description (1) Accountant 1

Duties and Responsibilities

- Performs bookkeeping and clerical work pertaining to the maintenance of accounting or fiscal records.
- Reconciles and analyzes the monthly payroll, including, but not limited to retrieving employees' timesheets and allocating payroll costs accordingly.
- Reviews agency budgets, researches and identifies reasons for any differences between actual expenditures and budgets.
- Analyzes expenditure rates and patterns.
- Compiles and analyzes monthly Financial Reports.
- Prepares and completes monthly cost allocations.
- Performs pre-auditing of fiscal documents for completeness, accuracy, and compliance with SFWIB defined policies and procedures, as well as governmental regulations.
- Maintains accounting records, such as monthly account reconciliations and analysis of all balance sheet accounts.
- Assists with annual financial audits and State fiscal monitoring.
- Receives and reviews service provider reimbursement packages.
- Verifies the receipt, accuracy, and completeness of documentation submitted by the service provider.
- Contacts Service Providers to obtain signatures, forms, and related paperwork not submitted in the reimbursement package.
- Corrects any discrepancies noted during the review process.
- Reviews budgets and budget modifications received from Service Providers.
- Maintains accounting records relating to the Service Providers' actual expenditures, and entering budgets in the accounting system.
- Reviews and approves close-outs.
- Trains and assists subordinate accounting staff as necessary.
- Assists supervisors with more complex accounting activities.

Required Training and Experience

- Bachelor's degree in Accounting from an accredited college or university and one (1) year of professional accounting experience; or a Bachelor's degree to include twenty-one (21) semester credits in Accounting; or completion of twenty-one (21) semester credits in Accounting and four (4) years of accounting or bookkeeping experience.
- Experience with creating spreadsheets.
- Experience with Fund Accounting and budgets.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (2)
Community Service Specialist

Duties and Responsibilities

- Performs services to obtain work experience sites for program participants.
- Conducts site visits to non-profit organizations, community and faith based organizations, and county, state and federal government agencies (referred to as providers) to develop work experience sites that are designed to provide participants with non-paid, job training experience.
- Discusses the Community Service Work Experience Program Agreement with providers and explains the benefits of having a signed Agreement.
- Completes and signs required copies of the Agreement and ensures the corresponding job description is signed and attached. Original copies are distributed to the Provider, SFWIB Administration and the local Unit.
- Conducts monthly follow up visits with the Providers to collect time sheets and to discuss the participants' involvement and performance on the work-site.
- Conducts research in the Suntax and FLORIDA computer systems to verify employment.
- Enters information and case notes in the One-Stop Service Tracking system (OSST) computer system.
- Performs other work related duties as required in a "seamless" service delivery system.

Required Training and Experience

- Associate's degree from an accredited college or university.
- One (1) year customer service experience.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Valid Driver's License.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (3)
Comptroller

Duties and Responsibilities

- The Comptroller defines the scope of the duties for the Finance Section; ensures activities are performed in efficient and effective manner; designs strategies consistent with the goals and objectives of the region.
- Provides oversight and management of the following operational areas: Accounting, Budget Administration, and Support Services.
- Plans, guides and directs the activities through managers/supervisors in each respective area; ensures acceptable accounting principles are utilized by all staff, implements financial systems and controls, financial plans, and reviews and recommends computerized applications related to financial activities.
- Responsible for developing, monitoring, and ensuring the agency's allowable direct and indirect costs align with the established cost objectives.
- Establishes and implements a regionally audit plan consistent with federal requirements under OMB Circular A-133; oversees the design and methodology of the audit plan staff will use in conducting audits of sub-recipients.
- Exercises an extensive degree of initiative and independent judgment in meeting and setting priorities for the Finance Section. Provides sound and reliable information to the Executive Director.
- Communicates accurate and timely verbal and written schedules, reports and summaries designed to provide a detailed analysis of the financial status of the organization.

Required Training and Experience

- Two (2) to four (4) years of financial accounting experience to include supervisory experience is required.
- Bachelor's degree in Accounting or Finance is required.
- A Certified Public Accountant (CPA) license is highly desired.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (4)
Computer Technician II

Duties and Responsibilities

- Installs computer hardware including: personal computers, terminals, servers, faxes, printers, telephone circuits, controllers, and other components and programs for staff at the South Florida Workforce Investment Board (SFWIB) Headquarters, the CareerSource South Florida (CSSF) Career Centers, and at the CSSF Access Points.
- Installs local-area-networks including configuring hard drives and servers, network interface cards, cabling, hubs, routers, and associated software.
- Isolates the nature of system failures or personal computer (PC) problems and utilizes diagnostic utilities in order to troubleshoot problems; checks the connectivity of devices; performs procedures necessary for backing-up systems; performs system upgrades.
- Tests new software applications for compatibility, ease of installation, and viability, and makes recommendations; provides assistance for terminal to host connectivity using a mainframe utility.
- Provides end-user support and service with regard to hardware and software problems through a formal help-desk or on-site repair; is a member of the Help Desk personnel.
- Travels often to different CSSF sites within Miami-Dade and Monroe counties.
- Performs other work related duties as required.

Required Training and Experience

- Completion of sixty (60) semester credits to include fifteen (15) semester credits in a computer related field and one (1) year of experience in the installation, maintenance and repair of personal computers and related equipment; or
- Completion of a vocational or trade school program in the installation, maintenance and repair of personal computers and related equipment and two (2) years of experience in the installation, maintenance and repair of personal computers and related equipment; or
- High school diploma or GED and three (3) years of experience in the installation, maintenance and repair of personal computers and related equipment.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (5)
Military Family Employment Advocate

Duties and Responsibilities

- Assists military spouses and families in obtaining gainful employment.
- Provides and facilitates workforce services to active-duty military spouses and families, including registration, interviewing, assessment, counseling, job referrals, job development referrals, job search and placement assistance, resume assistance, labor market information, employability skills workshops and job clubs.
- Conducts special targeted workshops designed specifically to meet the needs of military spouses and families.
- Promotes the entry of military spouses into education, training and certification/licensure programs, and other critical needs occupations (i.e. healthcare, teaching occupations, etc.).
- Through coordination with the Department of Defense (DOD) Family Support/Service Centers and Transition Assistance programs (TAP), identifies military spouses and families for workforce services; directs military spouses and families into Florida's workforce system and available workforce services; contacts DOD Spouse Employment Contacts to promote the employment and training of military spouses; attends and participates in Spouses Newcomers Briefings and other special events for military spouses for the purpose of outreach and recruitment for workforce services.
- Contacts employers, chambers of commerce, economic development units and Regional Workforce Boards to promote the Military Family Employment Advocacy Program and develops employment, training, licensure/certification/credentialing opportunities for military spouses and families; facilitates Employer Job Fairs for military spouses and families; serves as a member of the Employer Services Team; works closely with the Career Center's Public Relations and Outreach Specialist to design and implement an Outreach plan for spouses.
- Serves as the Regional Workforce Board and Career Center's liaison with the local military base, National Guard /Reserve units on behalf of military spouses and family employment issues.
- Serves as the local workforce board designated advocate for the employment of military spouses and families.
- Trains Career Center Managers and staff on the unique employment needs of military spouses and families.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university.
- Proficient with Microsoft Office applications.
- Bilingual communication skills (English/Spanish or English/Creole) are preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (6)
Network Manager 1

Duties and Responsibilities

- Maintains and administers computer networks.
- Performs data backups and disaster recovery operations.
- Diagnoses, troubleshoots and resolves hardware, software, or other network and system problems, and replaces defective components when necessary.
- Implements network security measures to protect data, software, and hardware.
- Configures, monitors, and maintains email applications or virus protection software.
- Operates consoles to monitor the performance of computer systems and networks, and to coordinate computer network access and use.
- Designs, configures, and tests computer hardware, networking software and operating system software.
- Monitors network performance to determine whether adjustments need to be made and where changes will need to be made in the future.
- Confers with network users about how to solve existing system problems.
- Installs software.
- This position may require a varying work schedule to include evenings, weekends and holidays.

Required Training and Experience

- Completion of 60 semester credits to include 15 semester credits in a computer related field; and two years of experience in the installation and maintenance of local area networks; or
- Completion of an information technology certification program (Novel, UNIX, Microsoft, Oracle, DELL or Nortel) and four years of experience in the installation and maintenance of local area networks.
- Additional experience may substitute for the required education on a year-for-year basis.
- Must pass pre-employment screening/background check.

Tools and Technology

- Preferred Certifications (minimum of two certifications preferred)
 - Microsoft Windows NT
 - Microsoft Windows 2000
 - Microsoft Windows Server 2003
 - MCP 2.0 or MCPI 2.0

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (7)
Outreach Coordinator

Duties and Responsibilities

- Initiate and develop key relationships between other agencies and organizations and the CSSF.
- Establish and maintain relationships in the community to meet community needs and to ensure that services are not duplicated.
- Research and analyze member or community needs to determine program directions and goals.
- Speak to community groups to explain and interpret agency purposes, programs, and policies.
- Create awareness about CSSF and promote its presence to the community through marketing and advertising.
- Represent CareerSource South Florida in relations with governmental and media institutions.
- Create, schedule, organize and promote outreach activities and special events. Direct the preparation of public relations materials.
- Analyze proposed legislation, regulations, or rule changes to determine how agency services could be impacted.

Required Training and Experience

- Bachelors degree in Public Administration, Public Relations, Communications, Marketing, Advertising, or related field.
- One year of experience in community outreach, advisory committee management, or social media are required.
- Proficient with Microsoft office applications.
- Strong verbal and written communication skills.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (8)
Senior Executive Secretary

Duties and Responsibilities

- This is an advanced and highly responsible executive secretarial and related clerical work with the South Florida Workforce Investment Board (SFWIB), working directly under the supervision of the Executive Director.
- Responsibilities include, but are not limited to, performing a variety of complex secretarial and clerical duties, requiring a thorough knowledge of assigned areas of responsibilities and an understanding of established policies, programs, procedures and regulations, ensuring departmental compliance with Miami-Dade County protocol requirements for various documents and reports.
- Manages the day-to-day flow of information and activities in the office of the Executive Director to include the dissemination of less complex assignments to members of the organization.
- Plans and coordinates various tasks on behalf of the Executive Director, follows-up with members of the Executive Director's Management Team, Assistant Directors and other staff.
- Receives and reviews highly confidential matters on behalf of the Executive Director. Discerns actions requiring the attention of the Executive Director. Handles less sensitive matters and/or assigns to the appropriate staff person for completion.
- Attends meetings, takes and transcribes dictation, which may vary dependent on the nature of the subject matter, e.g., legal, financial, or other specialized terminology. Performs research to compile data for special reports and other purposes.
- Supervises clerical staff responsible for arranging all the SFWIB and subcommittee meetings.
- Prepares correspondence using established format or via verbal instructions ensuring departmental compliance with departmental protocol for various documents and reports, independently answers inquiries where there is established policy or precedent action taken by Executive Director.
- Handles travel requests and reimbursements for the organization.
- Performs related duties as assigned.

Required Training and Experience

- High School Diploma or GED; Associate's Degree is preferred.
- Four (4) years of advanced secretarial or clerical experience to include office management, agenda preparation and coordination.
- Excellent verbal and written communication skills.
- Ability to understand and follow oral and written instructions.
- Proficient with Microsoft Office applications.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (9)
Systems Analyst Programmer

Duties and Responsibilities

- Writes, updates and maintains computer programs or software packages to handle specific jobs.
- Writes, analyzes, reviews and rewrites programs using workflow chart and diagram, and applies knowledge of computer capabilities, subject matter, and symbolic logic.
- Consults with managerial and technical personnel to clarify program intent, identifies problems and suggests changes.
- Performs systems analysis and programming tasks to maintain and control the use of computer system software.
- Compiles and writes documentation of program development and subsequent revisions, inserting comments in the coded instructions so others can understand the program.
- Prepares detailed workflow charts and diagrams that describe input, output and logical operation, and converts them into a series of instructions coded in a computer language.
- Consults with and assists system analysts to define and resolve problems in running computer programs.
- Corrects errors by making appropriate changes and rechecking the program to ensure that the desired results are produced.
- Conducts trial runs of programs and software applications to be sure they will produce the desired information and that the instructions are correct.
- Performs or directs revisions, repairs, or expansions of existing programs to increase operating efficiency or adapt to new requirements.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's Degree; or
- Minimum of four (4) years of programming and systems analysis; or
- Completion of sixty (60) semester credits to include fifteen (15) semester credits in a computer information technology certification program (Novel, UNIX, Microsoft or Oracle) and two (2) years of programming and systems analysis.
- Business Application Development Experience
 - Website Experience for business processing
 - Financial Experience
- Must pass pre-employment screening/background check.

Tools and Technology

- Web Development Platform – ASP.net, NET Framework 3.5.
- Data base management system software – Microsoft SQL Server 2005+.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (10)
Trade Adjustment Assistance (TAA) Coordinator

Duties and Responsibilities

- Assists dislocated workers in obtaining gainful employment.
- Interviews and assesses customer's needs and provides service or referrals as appropriate.
- Uses standardized counseling techniques to assist special groups and or individuals eligible under the Trade Adjustment Assistance Act or as a dislocated worker in deciding on vocational goals, availability of training and employment goals, and makes referrals to appropriate Career Center's for training.
- Refers customers to job openings, and other employment related services.
- Determines potential and eligibility for and/or participation in special programs.
- Assists in the development of career-laddering programs, job descriptions, and related advancement opportunities.
- Conducts eligibility screenings of participants.
- Provides referrals to community based organizations specializing in providing needed assistance.
- Utilizes network of established employment and/or training opportunities with local business leaders and community organizations.
- Assists with conducting transition sessions with employers and workers affected by layoffs or business closures.
- Assists in the development and delivery of training programs to staff working in the Career Centers/Refugee Centers.
- Assesses and refers customers to services and programs.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university.
- One (1) year experience in job placement assistance and referral.
- One (1) year experience in eligibility determination.
- Proficient with Microsoft Office applications.
- Bilingual communication skills (English/Spanish or English/Creole) are preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass pre-employment screening/background check.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (11)
Web Developer

Duties and Responsibilities

- Design, build or maintain websites using authoring or scripting languages, content creation tools, management tools, and digital media.
- Backup files from websites to local directories for instant recovery.
- Write, design or edit web page content.
- Select programming languages, design tools or applications.
- Evaluate code to ensure it is valid, is properly structured, meets industry standards, and is compatible with browsers, devices, or operating systems.
- Identify problems uncovered by testing or customer feedback, and correct problems or refer problems to appropriate personnel for correction.
- Perform website updates.
- Design and/or implement website security measures such as firewalls or message encryption.
- Establish appropriate server directory trees.
- Create searchable indices for web page content.
- Assist with the development of website maps, application models, image templates or page templates that meet project goals, user needs, or industry standards.
- Develop or validate test routines and schedules to ensure test cases mimic external interfaces and address all browser and device types.
- Develop or implement procedures for ongoing website revision.
- Assist with related duties and special projects as assigned.
- Perform website tests according to planned schedules or after any website or product revision.

Required Training And Experience

- Completion of 60 semester credits to include 15 semester credits in a computer-related field or possession of Microsoft Certified Professional Site Building Certification. Two years of programming or web development experience are required. Additional programming or web development experience may substitute for the required education on a year-for-year basis.

Additional Desirable Qualifications

Ability to design, create, and modify websites. Analyze user needs to implement website content, graphics, performance, and capacity. May integrate website with other computer applications. May convert written, graphic, audio, and video components to compatible web formats by using software designed to facilitate the creation of web and multimedia content.

Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting

Job Description (12)
Youth Program Specialist

Duties and Responsibilities

- Carries out duties and functions in direct support of organizational responsibilities.
- Provides and assists the participant in progressing through the program services, and activities, including: recruiting and interviewing participants to determine program eligibility, meeting with participants to explain the program, intake, assessment, pre-employment skills, development and completion of Individual Service Strategy, counseling, data entry, worksite development and monitoring of worksites, assigning youth at worksites, time and attendance record keeping, payroll and etc.
- Carries out all tasks necessary to enable the participant to complete paperwork for the eligibility determination process and work readiness skills training.
- Assists the participant in securing the appropriate internship occupation of interest.
- Assists the participant with continuation in program and provides counseling and other assistance to maximize the chances for the participant to complete all internship hours.
- Develops worksites, conducts worksite visits, meets with employers to introduce program requirements, and provides clarification on issues and concerns about the program. Plans, schedules and conducts monitoring visits of worksites on a systemized basis to assure worksite compliance. Interfaces with employers to provide technical support, guidance and training as required.
- Enters participant data in the state's management reporting system.
- Manages and maintains participant case files.
- Provides reports on a weekly/monthly or on an as needed basis.
- Performs other related tasks as assigned.

Required Training and Experience

- Bachelor's degree in Business/Public Administration or related field.
- One (1) year of experience in determining eligibility for social service program assistance, or eligibility for employment & training program, or similar experience determining eligibility of youth or adults, or similar public contact experience.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass pre-employment screening/background check.

Group 2 – Special Programs

Job Description (1)
Disaster DWG Eligibility Specialist

The purpose of the Disaster Dislocated Worker Grant (DWG) award is to provide temporary jobs to assist with humanitarian aid, clean-up, and restoration activities to the counties affected by Hurricane Irma. Use of these funds must follow all applicable Workforce Innovation Opportunity Act (WIOA) laws, rules, and regulations and must be consistent with the State of Florida Hurricane Irma Dislocated Worker Grant program requirements.

Duties and Responsibilities

- Pre-screen applicants, gather and review documents collected during the intake process to determine enrollment eligibility under the WIOA and subsequent temporary employment under the Disaster DWG for the Disaster Relief Employment Assistance Program.
- Performs necessary case record documentation, paperwork and record keeping in order to verify completeness and accuracy, and to determine eligibility status under WIOA regulations.
- Keep records of assigned cases, and prepare required reports.
- Enters all relevant data (case management notes, job placement, follow-up etc.) into computer tracking system. Performs the day-to-day data entry into the One-Stop System Tracking (OSST) and Employ Miami-Dade (EMD)/Employ Monroe (EM) system.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's Degree.
- Experience may substitute for education on a year for year basis.
- One (1) year of customer service experience.
- Two (2) years of advanced clerical experience.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Excellent verbal and written communication skills.
- Proficient with Microsoft Office applications.
- Must pass pre-employment screening/background check.

Group 2 – Special Programs

Job Description (2)
Paid Work Experience (PWE)

Duties and Responsibilities

The Paid Work Experience (PWE) program will provide a learning experience that supports the development of youth through valuable career training. Partnering with local employers, the PWE participant will have the opportunity to work in a variety of entry-level jobs, to gain work experience, and acquire skills and competencies on the job in preparation for entry into a career and pathway to self-sufficiency. PWE participants shall be placed in occupations among various industries.

Required Training and Experience

- Must reside in Miami-Dade or Monroe County.
- A U.S. citizen or eligible to work in the U.S.
- Meet eligibility requirements.

PAY RATE TABLE

Group 1 – Headquarter Operations

Administrative/Clerical/Information Technology/Accounting

| | JOB TITLE | Hourly Pay Rate | Rate with Medical Benefits | | Recruiting |
|----|-------------------------------------|------------------------------|----------------------------|--------------|--------------|
| | | | Mark-up Rate | Billing Rate | Mark-up Rate |
| 1 | Accountant 1 | *min: \$18.00 – max: \$19.25 | | | |
| 2 | Community Service Specialist | \$17.62 (flat rate) | | | |
| 3 | Comptroller | *min: \$33.44 – max:\$60.00 | | | |
| 4 | Computer Technician II | *min: \$17.62 – max: \$19.71 | | | |
| 5 | Military Family Employment Advocate | *min: \$18.03 – max: \$19.23 | | | |
| 6 | Network Manager 1 | *min: \$25.24 – max: \$48.00 | | | |
| 7 | Outreach Coordinator | *min: \$22.00 – max: \$33.00 | | | |
| 8 | Senior Executive Secretary | *min: \$20.65 – max: \$34.72 | | | |
| 9 | Systems Analyst Programmer | *min: \$25.24 – max: \$27.64 | | | |
| 10 | Trade Adjustment Act Coordinator | \$21.32 (flat rate) | | | |
| 11 | Web Developer | *min: \$24.00 – max: \$28.00 | | | |
| 12 | Youth Program Specialist | \$17.62 (flat rate) | | | |

(* asterisk denotes rate of pay will commensurate with experience

Group 2 – Special Programs

| | JOB TITLE | Hourly Pay Rate | Rate with Medical Benefits | | Recruiting |
|---|---------------------------------------|------------------------------|----------------------------|--------------|--------------|
| | | | Mark-up Rate | Billing Rate | Mark-up Rate |
| 1 | Disability DWG Eligibility Specialist | \$17.62 (flat rate) | | | |
| 2 | Paid Work Experience (PWE) | *min: \$17.62 – max: \$25.00 | | | |

(* asterisk denotes rate of pay will commensurate with experience

PROPOSER DUE DILIGENCE REVIEW FOR EXISTING CONTRACTORS

For Contractors having a current contract with South Florida Workforce Investment Board (SFWIB) d/b/a CareerSource South Florida (CSSF).

One original labeled “OCI Financial Review Materials” **must be packaged separately** and included in Proposer’s submission. Each section’s material shall be appropriately labeled and kept in the order specified. A copy of this page shall be used as a check-off control sheet and clipped on top of the package.

| | |
|--|-----------|
| A. Critical Criteria | 0 |
| B. Sources of Revenue Funds and Income | 10 |
| C. Accounting System | 30 |
| E. Payroll Taxes | 5 |
| F. Insurance | 5 |
| Total Points | 50 |

A. Critical Criteria

1. Is the Proposer able to demonstrate a **20%** funding reserve?

B. Source(s) of Revenue and Income

The following list of documents and supporting documentation **must be submitted to confirm the 20% funding reserve requirement** and to assess a contractor’s viability:

1. Established and available lines of credit (If none, so state):
 - a. An **original** letter from the financial institution(s) indicating the total established amount of the line(s) of credit
 - b. Name of the institution(s)
 - c. **Current** available balance and date of availability
 - d. Expiration date
 - e. Interest rate

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

| |
|------------------------------------|
| <u>C. Accounting System</u> |
|------------------------------------|

1. A set of financial statements as of **November 30, 2021**, to include:
 - a. Agency-wide Trial Balance
 - b. Statement of Financial Position (Balance Sheet)
 - c. Statement of Revenue and Expense
 - d. Budget and Expenditure Report (Budget vs Actual) Current Period
 - e. Current Agency-wide Budget
 - f. Aged accounts receivable and payable schedules

2. **Complete (all pages)** bank account statements and corresponding reconciliations for **all** bank accounts as of **November 30, 2021**.

3. The **two most recent** line of credit statements, if applicable.

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

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| <u>D. Payroll</u> |
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1. An **original notarized statement** from the Contractor indicating that payroll taxes have been paid, and there are no outstanding tax liabilities.

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| <u>E. Insurance</u> |
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1. **Current** Certificates of Insurance for: general liability coverage, automobile, bonding, workers compensation, and directors and officers liability.

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

PROPOSER DUE DILIGENCE REVIEW FOR NEW CONTRACTORS

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

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

Submitted documents shall be separately packaged and labeled “OCI Financial Review Materials.” Each section’s material shall be appropriately labeled and **kept in the order specified**. A copy of this page shall be used as a check-off control sheet and clipped on top of the package.

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

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

| Criteria | Points Value |
|----------------------------------|--------------|
| A. Critical Criteria | 0 |
| B. Legal Status | 5 |
| C. Sources of Revenue and Income | 5 |
| D. Accounting System | 25 |
| E. Payroll Taxes | 5 |
| F. Banking | 5 |
| G. Insurance | 5 |
| Total Points | 50 |

The following list outlines the documents that shall be provided to the Office of Continuous Improvement (OCI) for review:

A. Critical Criteria

1. Has the proposer been in business at least two (2) years?
2. Is the proposer able to set aside a **20%** funding reserve?

Note: For Non-Individual Training Accounts (ITA): Private and non-government sources of revenue must total at least 20% of the RFP funding amount requested.

B. Legal Status

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

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

C. Source(s) of Revenue and Income

1. The following documents **must** be submitted to confirm the 20% funding reserve requirement and to assess a contractor’s viability:
 - a. Established and available lines of credit (If none, so state):
 1. An **original** letter from the financial institution(s) indicating the total established amount of the line(s) of credit
 2. Name of the institution(s)
 3. **Current** available balance and date of availability as of completing this request.
 4. Expiration date
 5. Interest rate
2. Supporting documentation for **all** sources of revenue listed (contracts, award letters,

agreements, etc.), shall be current, shall show the effective period and the total dollar amount. **Supporting documentation must be submitted on its entirety, including signature page(s).**

D. Accounting System

1. Written accounting policies and procedures and description of the agency's accounting system to include:
 - Whether the accounting is performed in-house or contracted
 - Name of the accounting system and how long the system has been in use
2. Chart of accounts.
3. General ledger detail/history reports for the months of **October and November 2021.**
4. A set of interim Financial Statements as of **November 30, 2021,** to include:
 - a. Agency-wide Trial Balance
 - b. Statement of Financial Position (Balance Sheet)
 - c. Statement of Revenue and Expense
 - d. Budget and Expenditure Report (budget vs. actual) (current period)
 - e. Current (approved) Agency-wide Budget
5. Cash Receipt Journals for the months of **October and November 2021.**
6. Check Registers for the months of **October and November 2021.**
7. Aged Accounts Receivables and Payables Schedules as of **November 30, 2021.**
8. A Payroll Register as **November 30, 2021.**
9. Two months (**October and November 2021**) complete (**all pages**) of bank account statements and their corresponding reconciliations for **all bank** accounts.

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

E. Payroll Taxes

1. A copy of the **second and third quarters of 2021**, of the Employer's Quarterly Federal Tax Return (form 941) submitted to the IRS. **Submit evidence of payment of payroll taxes.**
2. A copy of the **second and third quarters of 2021**, of the Florida Department of Revenue Employer's Quarterly Report (form RT-6) submitted to the State of Florida. **Submit evidence of payment of payroll taxes.**
3. Indicate if there are any outstanding tax liabilities.

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

F. Banking

1. The bank name(s) and address (es) for **all** accounts.
2. Type of authorization required for amounts above the authorized limits.
3. The Board of Director's resolution authorizing individuals to sign documents, including checks, loans, promissory notes, etc. and the signing level for each individual.
4. If the Proposer is an out-of-town entity, provide a sample corporate check (write "COPY: NOT NEGOTIABLE" across the check).
5. Indicate if there is a separate account maintained for payroll.
6. Indicate when outstanding checks are considered void.
7. Indicate when outstanding checks are written off the books.

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|----------------------------|
| <u>G. Insurance</u> |
|----------------------------|

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

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