



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

REQUEST FOR PROPOSAL (RFP)

FOR

UNIFORMED UNARMED SECURITY SERVICES

(July 1, 2023 to June 30, 2024)

Release Date: May 1, 2023

**All proposals shall be submitted by 3:00 p.m. E.T., June 2, 2023 at
South Florida Workforce Investment Board Headquarters,
7300 Corporate Center Drive, Suite 500, Reception Desk,
Miami, Florida 33126**

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PART I INVITATION

A. South Florida Workforce Investment Board (SFWIB) Background

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

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

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

B. RFP Purpose

As described in this Request for Proposals (RFP), the SFWIB is seeking the services of a Security Company licensed in the state of Florida to provide **uniformed unarmed security services** at centers located across Miami-Dade County. Responses should illustrate experience in providing security services. The best-qualified firm will be determined upon review of the responses submitted, which will also be the basis for negotiating a contract.

C. Definitions:

Bidder and Respondent are interchangeable terms and mean any company, business, firm, agency, etc., that submits a proposal in writing to the SFWIB in response to this RFP.

Center and Facility are interchangeable terms and mean the physical location(s) where services will be performed.

Emergency means any event that can: (1) cause death or significant injuries to employees, customers or the public; or (2) shut down or disrupt operations; or (3) cause physical or environmental damage or threaten the Center's financial standing or public image; or (4) require immediate assistance from law enforcement, fire department or paramedic assistance is necessary to protect life or property

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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	May 1, 2023	5:00pm
Solicitation Release Date	May 1, 2023	5:00pm
Deadline for Request for Clarification Inquiries	May 16, 2023	12:00pm
Offerors' Conference	May 17, 2023	1:00pm
Deadline for Receipt of Proposals	June 2, 2023	5:00pm
Public Review Forum	June 15, 2023	1:00pm
Award Date on or about	June 16, 2023	N/A
Delivery Date	July 1, 2023	N/A

The SFWIB, in its sole discretion, may change the schedule provided in the solicitation timetable, without further notice. Thus, the respondent must routinely check the SFWIB's website (www.careersourcesfl.com) 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. Respondents directly contacting Board members, staff, or selection committee members risk immediate elimination of their proposal.

D. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB's liaison, Yian Perrin at Yian.Perrin@careersourcesfl.com 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. The conference is scheduled as indicated in the RFP timetable via zoom. Please refer to the CareerSource South Florida website for the link under <http://www.careersourcesfl.com/index.php/rfqs-rfps-itns/>

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

A. Services Solicited Under this RFP

The SFWIB is seeking to establish a contract for uniformed unarmed security services including but not limited to the following:

The selected Contractor shall provide the following service(s):

- Daily security services at SFWIB's Center(s) Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding all County observed holidays.
- A report by email to Facilities@careersourcesfl.com within 15 minutes of the start of the shift of a guard's absence and if a replacement will be provided.
- Appropriate supervision of Contractor staff during the hours Contractor staff is assigned to work.
- A replacement security guard at the request of the SFWIB Facilities Administrator or his designee.
- Monitoring at all entrances and exits of the Centers during all shifts worked by Contractor's staff.
- A constant presence and perform regular patrols (at a minimum every 3 hours) of the Center including, but not limited to, public areas, restrooms, break rooms, and parking lots, if applicable.
- Monitoring at all CareerSource property to prevent damage and unauthorized removal of property.
- Monitoring of all employees and visitors as they enter and exit the Center.
- Assistance, at the Center, with managing the admission process for customers and visitors during high volume periods, onsite job fairs, and other special events to maintain safe and orderly access to the Center during operating hours.
- Assistance, directions, and answer questions for customers and visitors to the Center (not to distract from monitoring the center).
- Immediate notice to and identify the Center director of any hazards, safety violations or other conditions that may present an unsafe condition at the Center.
- In case of an Emergency, and under the direction of the Center director, assistance with Emergency services, which include, but are not limited to:
 - Evacuation of the Center
 - Removal of a disruptive element (i.e. disgruntled employee or visitor);
 - If a member of Contractor's staff is uncertain whether an Emergency exists, in an abundance of caution, they should assume it is an Emergency and dial 911.
- Certainty that Contractor staff:
 - Is equipped with uniform(s) provided by the Contractor
 - Maintains a professional demeanor at all times
 - Develops and maintains professional relations with employees and visitors and ensures professional courtesy to everyone
 - Refrains from making personal calls while on duty
 - Guards the Center(s) with reasonable skill, knowledge, and expertise
 - Are trained in handling security and Emergency situations, and the SFWIB's policies and procedures for incident reporting
 - Determines whether the situation is an Emergency or a non-emergency before staff dialing 911.

B. Service Locations

The services set forth herein shall be provided at the following CareerSource Centers:

Carol City center 4888 NW 183 Street Suite 201-206 Miami, FL 33055	North Miami Beach center 801 NE 167 th Street North Miami Beach, FL 33162
Northside center 7900 NW 27 th Avenue Suite 200 Miami, FL 33147	Perrine center 18901 SW 106 Avenue Suite 218 Miami, FL 33157

Respondents interested in having a tour of any CareerSource Center must contact the Center Director of each site to schedule an appointment. Please visit the SFWIB’s website www.careersourcesfl.com for contact information.

C. CareerSource Center hours of operation:

Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding all County observed holidays.

- For the purposes of this service, a standard operating day has the equivalent of eight (8) working hours. Security guard coverage is not expected during the remaining one (1) hour which is broken down in one (1) 15 minute mid-morning break, one (1) 30 minutes mid-day break, and one (1) 15 minute mid-afternoon break.

D. Available Funding

Funding for the services solicited under this RFP is contingent upon Board approval of the SFWIB’s PY 2023-24 annual budget.

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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, 2023**.
2. Respondents must submit responses as indicated in the Proposal Format & Submission of this RFP.
3. Proposals will be opened in the presence of the Respondent's representative(s) who choose to attend the Public Review Forum. Late proposals shall not be accepted.
4. Companies are not under any obligation to respond. If a proposal is late (i.e. not received within the specified deadline), the SFWIB shall consider this action as non-responsive.
5. Bidder's organization must be fully registered as a vendor with Miami-Dade County and/or the State of Florida prior to being awarded a contract. 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=e4s1>.
6. The SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in its best interest.
7. Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. "Related parties" shall mean the Bidder or the principals thereof which have direct or indirect ownership interest in another Bidder 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. Bidders who have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive proposing may be terminated for default.
8. 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.
9. The SFWIB may conduct a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this solicitation.
10. Bidders 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 Bidder shall not submit any information in response to this RFP, which the Bidder 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 Bidder.
11. This RFP does not establish an exclusive arrangement or employment between the SFWIB and the Respondent(s).

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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 selection of the Bidder, for verification purposes, the SFWIB may require additional information to satisfy 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 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
2. Experience/Capability
3. Work Plan
4. Checklist For Submitting Operational Documents
5. Operational Documents

B. Proposal Submission Guidelines

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

The Proposal Form must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.

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

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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, scheduled via zoom, information on the zoom may be found here; [RFQs / RFPs / ITNs | CareerSource South Florida \(careersourcesfl.com\)](#). Respondents are encouraged to attend the Public Review Forum.

A. Criteria for Proposal Review

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

Experience/Capabilities	25 points
Past Performance	35 points
Work Plan	30 points
Pricing structure	10 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.

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, the size of the facility, number of sites, number of staff assigned per site, etc.
- c. 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.

C. Key Personnel

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

Respondent must provide the following as part of its proposal:

- 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.

D. Past Performance References

Respondent must provide the following as part of its proposal:

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.

E. 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.).

F. Contract Award

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

- a. All proposal packages will be opened. However, prices will only be evaluated from those proposals meeting the minimum point threshold.
- b. Only those proposals receiving a score of 60 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 60 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 one (1) responsive/responsible Respondents.

G. Appeal Process

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

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PART 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. Employment Eligibility Verification

Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Contractor shall:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract; and,
- Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required E-Verify Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

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

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

If the Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

E. Current Year Corporate Registration

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

F. Corporate/Board Resolution /LLC Affidavit

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

or

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

G. Insurance Requirements

1. The successful Respondent(s) shall provide the SFWIB, prior to the execution of the contract, Certificates of Insurance or written verification (binders) required under this section or as determined by the SFWIB. Such insurance policies shall be in the amounts indicated below.
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 the contract remain in force for the duration of the effective term of the contract. If insurance certificates are scheduled to expire during the effective term, the Contractor shall submit new or renewed insurance certificates to the SFWIB prior to expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the SFWIB may immediately suspend the contract until such time as the new or renewed certificates are received by the SFWIB in the manner prescribed herein; provided, however, that this suspended period does not exceed ten (10) calendar days. Thereafter, the SFWIB may, in its sole discretion, terminate the contract without further notice.

H. 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.

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I. Level 2 Background Screening Requirement

The SFWIB requires, and Contractor agrees, to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act (NCPA) of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Statement of Work**. No later than ten (10) business days **prior** to employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form, Attachment 9**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be working for the Contractor on this Contract and that they are eligible for employment, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include fingerprinting for statewide criminal history records checks through FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has either obtained or not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if the Contractor is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of the Contractor's staff assigned to the SFWIB's CareerSource center(s) at the Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.
3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statutes, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.

4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, Career Center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an **Affirmation/Acknowledgement Form**, along with the background screening results to SFWIB's Quality Assurance Supervisor no later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.
7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 10**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from working in or for any SFWIB-funded program, or having any direct or indirect access to any Center, access point, tech hire center, information technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Statement of Work** without submitting the **Affirmation/Acknowledgement Form**.
10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form**, the SFWIB may withhold further disbursement of funds and this Contract may be subject to immediate termination at the sole discretion of the SFWIB.
11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form**, and **Affidavit of Good Moral Character**. Background

screening results are exempt from public records and, therefore, must be maintained in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Audit, Inspection and Access to Records**, of the Contract.

12. The **Level 2** background screening records shall be retained as required herein in accordance with **Records Retention**, of the Contract.

13. From the initial **Level 2 background screening** date, and **every five (5) years, and upon re-employment or employment in a new or different position**, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

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