



Request for Proposals
Refugee Employment and Training Services

Released by
The South Florida Workforce Investment Board (SFWIB)

Release Date:

July 16, 2009

Deadline for Receipt of Responses

July 30, 2009, by 3:00 p.m.

Submit Responses to:
South Florida Workforce Investment Board
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126

The South Florida Workforce Investment Board is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

TABLE OF CONTENTS

	PAGE
PART I RFP CALENDAR AND PROCESS.....	4
A. SOLICITATION TIMETABLE	
B. METHOD OF SOLICITATION	
C. CONE OF SILENCE	
D. OFFERORS' CONFERENCE	
E. REQUEST FOR CLARIFICATION	
PART II GENERAL SPECIFICATIONS.....	6
A. INTRODUCTION	
B. AVAILABLE FUNDING	
C. PERIOD OF PERFORMANCE	
D. SERVICES SOLICITED UNDER THIS RFP	
E. PAYMENT STRUCTURE	
F. COLLABORATION	
G. CONTRACT TERMS	
H. CONFIDENTIALITY	
I. CANCELLATION CLAUSE	
J. OMISSION FROM THE RFP	
K. INDEMNIFICATION	
L. NON-DISCRIMINATION AND EQUAL OPPORTUNITY	
M. OPERATING REQUIREMENTS	
PART III SPECIFICATIONS: REFUGEE EMPLOYMENT AND TRAINING (RET) PROGRAM.....	12
A. ELIGIBILITY	
B. TARGET POPULATION	
C. PROGRAM DESIGN AND SUB-COMPONENTS	
D. SERVICE DELIVERY LOCATIONS	
E. PERFORMANCE	
PART IV PROPOSAL PACKAGE SUBMISSION REQUIREMENTS.....	15
A. SUBMISSION GUIDELINES	
B. PROPOSAL FORMAT, CONTENT AND ORGANIZATION	
PART V SELECTION PROCESS.....	21
A. EVALUATION PROCESS	
B. CONTRACT AWARD	
C. APPEAL PROCESS	
ATTACHMENTS	
A. Organizational Identification Data Form	
B. Organizational Capability Cover Sheet	
C. Staff Qualifications	
D. Reference Chart	
E. Funding Sources	
F. Technical Proposal Cover Sheet	
G. Budget Proposal Cover Sheet	
H. Budget Forms	
I. Budget Narrative Instructions	

- J. Proposed Performance Chart
- K. Operational Documents
- L. Due Diligence Requirements

**Part I
RFP Calendar and Process**

A. Solicitation Timetable

RFP Issued	July 15, 2009, Noon
Offerors' Conference	July 22, 2009, 10:00 a.m.
Deadline for Receipt of Proposals	July 30, 2009, 3:00 p.m.
Proposal Review Public Forum	August 10, 2009, 10:00 a.m.
SFWIB Approves Funding Recommendation	August 20, 2009
Contract Executed	September 2009
Refugee Employment and Training Contract Start Date	October 1, 2009
Refugee Employment and Training Contract End Date	September 30, 2010

SFWIB reserves the right to change this schedule, in its sole discretion, when it is in the best interest of SFWIB.

B. Method of Solicitation

A Request for Proposals (RFP) is being used as the method of solicitation to seek to assure the greatest degree of open competition and to obtain the best technical proposals and services at the best possible price. Public notices of this RFP have been published in local newspapers and notices of this solicitation have been sent to agencies on the SFWIB Bidders List. This RFP has been published on the SFWIB website (www.southfloridaworkforce.com).

The method of solicitation being used is intended to require a minimal expenditure of resources by responding organizations while at the same time enabling SFWIB to identify those organizations that can provide the highest quality and levels of service in the workforce environment. SFWIB is not seeking elaborate proposals. Brief narratives are requested that specify the proposed services, document qualifications and a demonstrated performance track record in providing the proposed services. Responses should illustrate experience with populations targeted and an in-depth knowledge of the fiscal, administrative and programmatic requirements of the multiple funding streams utilized by the SFWIB.

C. Cone of Silence

All parties to this solicitation are limited by the "Cone of Silence" surrounding solicitations and prohibitions against ex parte communication. The "Cone of Silence" prohibits communications regarding this solicitation between a current or potential contractor and any SFWIB member, SFWIB staff, or any other person serving as a selection committee member during this procurement process. Respondents directly contacting Board members, staff, or selection committee members risk immediate elimination of their proposal.

D. Offerors' Conference

Potential Respondents are encouraged to attend the Offerors' Conference that is scheduled for 10:00 a.m. on July 22, 2009. This conference will be held at the SFWIB Headquarters, 7300 Corporate

Center Drive (NW 19th Street), 5th Floor, Conference Room 3, Miami, FL 33126. Attendance is not mandatory.

This conference is the only communication opportunity given to Respondents regarding this solicitation. This will provide the only forum available to Respondents for submitting questions. Except for information provided at the Offerors' Conference, SFWIB staff is prohibited from communicating with Respondents.

E. Request for Clarification

All questions regarding the clarification of any requirement, standard or question in this RFP because of any alleged ambiguity, conflict, discrepancy or omission or other alleged error must be received by SFWIB not later than 3:00 pm ET on July 21, 2009. Written requests should be faxed to Ken Kistner at (305) 593-5632 or emailed to kkistner@southfloridaworkforce.com

1. SFWIB reserves the right to accept or reject any or all request(s) for clarification, in whole or in part, and may require requests to be supplemented through additional written submissions.
2. Oral requests for clarification shall not be accepted.

All written requests for clarification accepted by the SFWIB along with corresponding responses will be posted on the SFWIB website at www.southfloridaworkforce.com.

INTENTIONALLY BLANK

Part II General Specifications

A. Introduction

The South Florida Workforce Investment Board (SFWIB) is soliciting competitive proposals from qualified organizations specializing in the provision of the highest quality workforce services to refugees/entrants. Successful Respondents will have demonstrated an overall understanding of the Refugee Employment and Training (RET) Program. Responses should illustrate experience with the populations targeted and an in depth knowledge of the fiscal, administrative and programmatic requirements.

The SFWIB is one of twenty-four (24) regional workforce boards in Florida and comprises the geographical area of Miami-Dade and Monroe Counties, known as Region 23. The SFWIB is composed of representatives of local private business, educational institutions, economic development agencies, labor organizations, community-based organizations, state agencies, and other individuals deemed appropriate who are responsible for shaping the regional workforce development system in accordance with federal and state law.

Responses to this solicitation should be developed to effectively communicate the funding needs of the submitting organization. All organizations submitting responses should be aware that all funding offered under this solicitation is subject to availability of funds and all awards made as a result of this solicitation are contingent upon availability of such funds.

B. Available Funding

Estimated funding for this solicitation is \$10,500,000. This estimate is solely for the purpose of offering planning guidance to Respondents.

Respondents must, at a minimum, propose to place not less than one hundred (100) refugee customers to be considered for the RET program.

C. Period of Performance

Services funded under this solicitation are anticipated to commence on **October 1, 2009**, and shall terminate at the close of business on **September 30, 2010**. SFWIB reserves the right to negotiate for continued services with the same Respondent(s) for up to two (2) additional one (1) year performance periods subject to satisfactory performance and availability of funding to SFWIB. Such negotiation may occur annually at the sole discretion and option of SFWIB.

D. Services Solicited Under this RFP

The services solicited through this procurement process are funded through the Department of Children & Families Office of Refugee Services.

Successful Respondents shall be responsible for case management, pre-employment orientation and counseling, acculturation, job development services, direct placements, referrals to training and ESOL, on-the job training, and referral to other community Partners with emphasis on employment for recent entrants and refugees.

Respondents may propose to integrate RET services within the Career Center(s), or they may propose to provide these services at a non-Career Center location.

E. Payment Structure:

The RET contract is based upon a fee for services. Listed below is an example of the service fees in the current contracts:

Employment Services

Intakes	\$65.00
Placements	
\$7.25-\$7.42	\$425.00
\$7.43-\$8.18	\$525.00
\$8.19-\$8.94	\$615.00
\$8.95-\$9.70	\$720.00
\$9.71 & above.....	\$820.00
Placement with Health Benefits Bonus.....	\$250.00
90-Day Follow up.....	\$25.00
Employed on 90 th Day.....	\$150.00
180-Day Follow up.....	\$25.00
Employed on 180 th Day.....	\$150.00
Self-Sufficiency Bonus.....	\$65.00

OPTIONAL PROGRAM COMPONENTS

Career Laddering Services

Assessments.....	\$150.00
Completions.....	\$200.00
CL Placements.....	\$700.00
90-Day Follow up.....	\$25.00
Employed on 90 th Day.....	\$145.00
180-Day Follow up.....	\$25.00
Employed on 180 th Day.....	\$145.00

Summer Youth Program Unit (120 Hours) \$1274.00
(Includes participant wages & fringes and provider fee approximate \$350.00)

All RET contracts are performance based. Therefore, Respondents that are awarded a contract must achieve high levels of performance in order to receive full payment under any agreement resulting from this RFP.

F. Collaboration

SFWIB recognizes the importance of supportive services (for example, child care and transportation) in meeting the employment goals of the refugee customer. Respondents will be responsible for having established links with those agencies providing ancillary services to meet the comprehensive needs of this population in accordance with the customer's employability or career plans.

G. Contract Terms

Specific contract terms, conditions and method of payment are a component of the contract negotiation process and the successful Respondent(s) shall negotiate the final contract in good faith.

Cash advances shall not be provided by the SFWIB. Therefore, successful Respondents must have sufficient financial resources to await payment or reimbursement.

H. Confidentiality

The successful Respondent, in the course of the Respondent's duties under the contract, may handle or have access to confidential customer information, and, to the extent required by any applicable federal or state law, or as requested by a regulatory authority, or as requested by the SFWIB, the Respondent shall keep confidential any and all such information.

I. Cancellation Clause

It should be understood that the submission of a proposal does not commit SFWIB to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services or supplies. SFWIB reserves the right to accept or reject any or all proposals received as a result of this RFP, or to cancel and revoke this RFP, in whole or in part. SFWIB also reserves the right to terminate negotiations if acceptable progress, as determined in the sole discretion of SFWIB, is not occurring within a reasonable timeframe. All contract awards are subject to the availability of funds to the SFWIB.

J. Omission from the RFP

The apparent silence of this RFP and any addendum regarding any details or the omission from the RFP of a detailed description concerning any point shall be regarded as meaning that only the highest professional standards are to be maintained and that only professionalism of the highest quality is expected and shall be utilized by Respondents at all times.

K. Indemnification

For Florida Governmental Entities. The Respondent shall indemnify and hold harmless 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 SFWIB and its officers, employees, agents, servants, 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 sub contractors. The Respondent shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's 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 damage claim or judgment by any one person which exceeds the sum of \$100,000, 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 \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes 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 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 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 this Contract or otherwise provided by the Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend 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 of the contract and shall terminate upon the expiration of the applicable statute of limitation.

L. Non-Discrimination and Equal Opportunity

The Respondent assures compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

The Respondent provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE RESPONDENT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F. R., part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R.,

Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any education program or activity for which the Respondent receives Federal financial assistance from the Department.

The Respondent agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Respondent, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Respondent by the Department, this assurance shall obligate the Respondent, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Respondent for the period during which it retains ownership or possession of the property. The Respondent further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

M. Operating Requirements

Organizations may have a site visit conducted by SFWIB staff to determine whether the required fiscal and administrative systems are in place and are adequate to meet SFWIB requirements. On-site reviews of programmatic, administrative, and fiscal capabilities will include, but may not be limited to, the following:

Operational Status: The Respondent must be a governmental entity or an incorporated organization that has been operating for at least two years.

Funding Reserve: The Respondent must be able to document, to the satisfaction of the SFWIB, that the Respondent is currently receiving, and expects to continue receiving for the next fiscal year, **at least 20% of Respondent's requested budget from non-federal and non-state (Florida) sources**, to insure adequate capability to assume liability in instances where an audit identifies disallowed costs. The only exception to this requirement may be made in the case of governmental entities.

Fiscal Review: The Respondent must be able to meet the SFWIB fiscal capability requirements through a review, which may be on-site, of fiscal systems, including documentation of fiscal accountability with previously operated programs, through the submission of copies of the Respondent's most recent independent audit and management letter, if applicable, and evidence that the Respondent:

- has an established system of internal controls,
- maintains a set of books,
- closes the books at the end of each month
- has a monthly trial balance prepared,
- has a bank account with pre-numbered checks that require two signatures,
- has a written Employee Procedures Manual,
- has a written Accounting Procedures Manual,
- has accurate procurement procedures,
- maintains personnel files,
- maintains time and attendance records,
- has general liability, bonding, and workmen's compensation insurance in a form and in amounts deemed sufficient by SFWIB.

When a Respondent is approved for funding and does not have an audit for review, the Respondent will be given up to ninety (90) days to provide the required audit, and contract execution will be deferred until such time as the required audit is submitted and accepted by SFWIB.

Programmatic and Administrative Review: The Respondent must be able to meet the SFWIB programmatic and administrative capability requirements through a review, which may be on-site, and inspection of staff resumes, facilities and equipment (if applicable), insurance, other documentation, and review of documentation of the organization's past performance with respect to accomplishing training and employment goals.

INTENTIONALLY BLANK

Part III
Specifications: Refugee Employment and Training (RET) Program

South Florida Workforce through contracts with partnering local agencies provides direct services intended to result in the economic self-sufficiency and reduced welfare dependency of eligible refugees/entrants. The employment services are designed to enable refugees to obtain employment and to improve their employability or work skills. The goal of our refugee services programs is to help refugees/entrants achieve economic self-sufficiency and social adjustment within the shortest time possible following their arrival in the U.S.

A. Eligibility

A refugee/entrant is eligible for Refugee Employment Services (as defined by Department of Children & Families Office of Refugee Services) if they have any of the following USCIS (U.S. Citizenship and Immigration Services) status:

1. Refugee of any nationality; or
2. Cuban/Haitian Entrant; including Parolees and Asylum Applicants; or
3. Asylee of any nationality; or
4. Amerasian; or
5. Certified Victim of Trafficking; or
6. Lawful permanent resident who adjusted from prior refugee, entrant or asylee status

In addition, the refugee/entrants must reside in Miami Dade County and be less than sixty (60) months in the U.S. to be eligible for services.

B. Target Population*

Any and all eligible refugees/entrants who have been in the U.S. less than five year may be served in this program. A priority emphasis will be placed upon target services to the following groups:

1. Refugees on cash assistance (RCA)
2. Unemployed refugees not receiving cash assistance
3. Employed refugees in need of services to retain employment to attain economic self-sufficiency

Priority among refugees will be given to those who have arrived recently, i.e., within the last 12 months, and to those customers receiving cash assistance.

* Respondents may propose to serve and target the Haitian population only through this solicitation.

C. Program Design and Sub-Components

The RET program is an employment services program. The required services include, but are not limited to:

- Outreach and recruitment;
- Intake and assessment;
- Eligibility determination and documentation;
- Case Management;
- Pre-employment counseling and orientation;

- Acculturation;
- Employability plan development;
- Job development services;
- Direct placement;
- 90 & 180 day follow up;
- Referrals to training and ESOL;
- On-the job training; and
- Referral to other community agencies, as needed, such as legal services and child care.

Employment Services: is the primary component of this solicitation. This component is focused on providing job search and direct placement assistance to customers who are deemed job-ready. Direct placement is based upon the skills, interest and abilities of the customer as documented in the Employability Plan (EP). Customers will receive pre-employment orientation to include: acculturation, career counseling, and employability skills training. In addition, the customer will receive job development and placement services, and other services as needed. It is required that Respondents propose to utilize On-the-Job Training as a job development tool.

The components below are optional services.

- A. Career Laddering Program: This sub-component is designed for customers with an intermediate to advanced English proficiency level who meet the required Refugee program eligibility and any of the following :
- Have provable professional credentials and experience and who are eligible for re-credentialing or re-certification;
 - Have advanced education, such as one or more university degrees or certificates;
 - Have work experiences and trade skills, such as carpentry, plumbing, or health care experiences, such as nursing or other related medical support occupations.

Refugees on Cash Assistance (RCA)'s must be employed in order to be eligible for the Career Laddering Program.

Service Tasks under this component will include, but not limited to:

1. Intake and eligibility determination,
2. Educational or vocational assessment,
3. Career counseling,
4. Career plan development,
5. Case-management,
6. Job placement related to client's professional background, and
7. 90 & 180 days follow up.

- B. Summer Youth Program: This program is designed to serve youth, ages 14-21, from May through August. The eligible youth must be employment authorized and their parents must meet the eligibility criteria of the refugee program. Youth will be paid at the minimum hourly wage and will participate in 120 hours of planned work experience in the public or private non-profit sector designed to enable youth to acquire good work skills.

Service Tasks under this component will include, but not limited to:

1. Intake and eligibility determination,
2. Worksite development,

3. Enforcing child labor laws,
4. Completing and maintaining all worksite documentation,
5. Meeting with supervisors once per pay period to discuss youths progress, and
6. Collecting time sheets for payroll determination.

D. Service Delivery Locations

Services shall only be provided to eligible refugees/entrants residing within Miami Dade County. Therefore RET service locations are restricted to Miami-Dade County.

E. Performance

Several performance requirements have been established by the State of Florida, Department of Children and Families and by SFWIB which measures program success. Respondents need to be aware that SFWIB carefully tracks the refugee's performance. Failure to maintain performance standards will result in corrective action and may result in contract cancellation.

Respondents shall be required to have sufficient intakes and placements to achieve performance goals. The minimum acceptable performance shall be:

- 85% of the active caseload shall be placed in unsubsidized employment.
- 75% of employed caseload shall still be employed at the 90th-day follow-up.
- 60% of employed caseload shall still be employed at the 180th day follow-up.
- 50% of clients entering the program as RCA recipients and employment authorized shall be placed in unsubsidized employment.
- 42% of employed clients shall have access to health insurance.
- 85% of clients in career laddering shall successfully complete the service in the CL Plan.
- 85% of client in career laddering shall receive a placement as a result of CL Services and related to the career plan.
-
- 3% Error Rate on Yearly Quality Assurance Review
- 100% of the summer youth slots shall complete 120 hours of work experience.

Successful Respondents will demonstrate an understanding of the performance standards and will propose higher standards than the minimum acceptable performance shown above. Standards are subject to change.

INTENTIONALLY BLANK

Part IV
Proposal Package Submission Requirements

A. Submission Guidelines

Respondents are required to submit to the SFWIB two (2) unbound originals and eight (8) unbound copies of proposal packages not later than **3:00 p.m., ET on July 30, 2009**. Proposal packages shall be delivered to the address set forth on the cover of this Request for Proposals (RFP). SFWIB shall not accept any changes, modifications or additions to any submitted proposal package after the aforesaid submission deadline has passed.

Any proposal package which does not arrive at the aforesaid address by the aforesaid time and date will not be accepted by the SFWIB. Any proposal package received after the aforesaid time and date shall neither be considered nor evaluated by the SFWIB and will be returned unread to the Respondent. No proposal packages will be accepted via electronic mail or facsimile.

For your convenience in preparing your proposal package, this RFP and attachments are available on our website, www.southfloridaworkforce.com.

Respondents shall provide a total of three components of their proposal package:

- Sealed envelope which has Respondent identifying information:
 - Identifying Data Cover Sheet (Attachment A).
- Unsealed envelope which has Respondent identifying information:
 - Organizational experience and a capabilities proposal.
 - Operational Documents
 - Due Diligence Requirements
 - Cost Allocation Plan
- Sealed envelopes that do not identify the Respondent by name and is assigned a ten-digit alpha-numeric code by the Respondent:
 - Technical Proposal Narrative, and
 - Budget

All proposals must be in 12 Point Font, Times New Roman.

B. Proposal Format, Content and Organization

All proposal packages shall be assembled in the following format **under separate covers**:

1. **Identifying Data Cover Sheet** (Attachment A).

Attachment A is a form for your organization to specify both the name of the organization and the **ten-digit alpha-numeric code** chosen by the organization. The code must not contain the initials of the organization. Attachment A will be completed and sealed in an envelope with no identifying information on it. **Only one original of Attachment A is required to be submitted.**

Attachment A will be opened at the proposal review session scheduled for **August 10, 2009**.

2. **Organizational Experiences/Capabilities:** 10 Page Limit (Excludes Resumes and Attachments)

Attachment B is the cover sheet for your organization to utilize for the submission of the organization's experience and capabilities. **Two (2) unbound originals and eight (8) unbound copies** are required to be submitted.

- 1) Describe your organization's years of experience with refugee employment and training services, including years of experience providing outreach/recruitment, eligibility, case-management, job development, job placement, career-laddering, summer youth employment, follow up, etc. If proposing to serve Haitian clients only, please describe your organization's experience in working with this population.
- 2) Provide a Table of Organization and indicate clearly supervisory lines for all staff. Complete the attached Chart, **Attachment C**, with all required information. Resumes for all identified personnel are to be attached to the completed chart. If additional staff will be hired, include a job description for the proposed staff.
- 3) Describe in detail the organization's plan to guarantee adequate staffing to deliver the proposed services to customers.
- 4) Describe the organization's internal and financial control processes that will be utilized to manage and monitor the delivery of the services with outcomes as specified in Part III of the RFP.
- 5) Describe how your agency will financially support the costs of doing business until an invoice can be submitted and paid by SFWIB.
- 6) Provide the physical location(s) of the proposed service delivery. Provide a description of the location(s) and how services will be provided in each location and the accessibility of refugee/entrants.
- 7) Respondents must complete the attached reference chart, **Attachment D**, and provide no more than **three current references** for the same or similar services provided during the past two (2) years and which demonstrates the Respondent's track record for the proposed services. This information should include funding source, name of organization, contact person, title of contact person, contact number(s), a description of the service and program provided, and its performance requirements, and a report on the Respondent's performance under the contract(s), including absolute numbers and percentages performance standard. Proposals that do not include at least one relevant reference may be eliminated from this competitive procurement process. Proposals that include references that SFWIB is unable to contact or the provided information cannot be verified by SFWIB may be eliminated from this competitive procurement process.
- 8) All Respondents must submit most current performance, programmatic and fiscal reports.

NOTE:

- For existing providers the above will be verified internally, and
- For new providers the above will be verified by contacting the references.

- 8) Complete the attached Chart, **Attachment E**, that provides information for all funding sources. SFWIB reserves the right to contact any person(s) or organization(s) who is familiar with the work of the Respondent(s) to document the qualifications and successful experiences of the Respondent(s), as well as to solicit character references.
3. **Technical Proposal Narrative** – Thirty Five (35) page limit. (Excludes Attachments)

Attachment F is the cover sheet for your organization to utilize for the submission of the Technical Proposal Narrative. **Two (2) unbound originals and eight (8) unbound copies are required to be submitted in sealed envelopes.** Affix a copy of the appropriate cover sheet on the outside of the sealed envelopes containing the Technical Proposal Narrative.

The Technical Proposal Narrative is to be prepared in a manner that ensures that there is no identifying information on any pages of the proposal that indicates the organization submitting the proposal. **Technical Narrative Proposals that include identifying information will be deducted one (1) point per occurrence from the total score**

Note: Do not respond to any questions by referencing information presented elsewhere in the Respondent's proposal. A response of "will comply" or "see above" or similar statements shall be considered unresponsive. (Failure to respond to any section of this RFP may result in the Respondent's proposal being deemed non-conforming).

A Plan as requested in this RFP must have sufficient detail so that it can be followed, step by step as a how to guide for the proposed service. The plan should include where applicable, a description of the duties of the staff that implements the plan, the number of staff required for implementation, the step by step sequence of events necessary for implementation, and the measurable goals or expected results of the implementation.

All Respondents must respond to all items under Section A and B below. If proposing to serve Haitian clients only, describe your responses for that specific population.

A. Service Strategies:

- 1) Provide your organization's outreach plan to increase enrollment of refugee/entrants.
- 2) Provide your organization's plan to deliver refugee employment and training services and the specific plan that will be utilized to improve refugee performance outcomes.
- 3) Provide a flow chart and a narrative description which outlines the services that may be accessed, and illustrate the required services.
- 4) Provide your staffing plan that adequately addresses the needs of your customer flow design.
- 5) Provide a plan that describes how individual employment activities, training, child care, legal services, etc., will be made available to refugee/entrant customers. Describe any partnerships that have been established for proposed services.
- 6) Provide the plan you propose to implement to increase the entered employment placement rate of the refugee/entrant customers. Explain how effective methods of job matching will be utilized and managed.

- 7) Provide a plan that describes in detail how the proposed program will incorporate On-the-Job Training with employers.
- 8) Provide a plan that describes the process for completing the required follow-ups and the specific plan to improve retention outcomes.
- 9) Provide a plan that describes in detail the organizational process and procedures for internal reviews for evaluating program effectiveness. Explain the methods to implement corrective actions and disseminate findings to appropriate staff.

Optional Sub-Components

- 10) If proposing Career Laddering Services, provide your organization's plan to deliver career laddering services to the professional refugee/entrant customer and the specific plan to be utilized to improve outcomes.
- 11) If proposing, Summer Youth Services, provide your organization's plan to do deliver summer youth services to the eligible refugee youth and the specific plan be utilized to achieve the required performance outcome.

B. Performance Outcomes

- 1) **Attachment J** provides information on required refugee performance standards. Complete the chart with your proposed outcomes.
- 2) Provide your organization's plan to attain, maintain, and exceed each of the applicable performance standards included in the attached chart. Describe in detail any additional proposed outcomes.

4. Budget

Attachment G is the cover sheet for your organization to utilize for the submission of the Budget. **Two (2) unbound originals and eight (8) unbound copies are required to be submitted in sealed envelopes.** Include the Budget in the sealed envelope containing the Technical Proposal Narrative.

The Budget is to be prepared in a manner that ensures that there is no identifying information on any pages of the budget that indicates the organization submitting the Budget. **Budgets that include identifying information will be deducted one (1) point per occurrence from the total score.**

The Respondent is expected to clearly outline proposed costs in detail in the Budget Forms, **Attachment H**, provided and utilize pertinent background information provided in this RFP to complete the budget forms.

The Respondent must provide separate program and administrative budgets. If the Respondent is proposing more than one location, one administrative and program budget is required for each proposed location.

The Respondent is expected to ensure administrative and indirect costs are properly classified and not exceeding ten percent (10%) of the proposed budget. Administrative/indirect costs

(e.g. accounting, auditing, payroll administration costs, insurance, internet etc.): This is the general overhead expense necessary to operate the programs that are not program activities. These costs typically relate to the organization's general executive and administrative functions.

The Respondent must provide a budget narrative that justifies each proposed expense included on the Budget Forms in terms of it being necessary, allowable and reasonable. Show the method of computation. Refer to budget narrative instructions (Attachment I).

The Respondent is expected to identify any in-kind resources/support for the service delivery system beyond what is being requested in the budget. Include each committed or proposed source of funding and the amount of that funding.

For line items listed under "other" in the budget, the Respondent must clearly correlate proposed costs and outcomes by explaining and justifying the need for proposed costs in the Budget Narrative Form.

Proposed costs must be allowable as determined by SFWIB and governing statutes. **Allowable costs** are those that are reasonable, necessary, and/or required for the program. A cost is reasonable if, in its nature or amount, does not exceed that which would be incurred by a prudent person under circumstances prevailing at the time the decision was made to incur the costs. Additionally, the cost is of a type that is generally recognized as ordinary and necessary for the program.

5. Cost Allocation Plan

Due to the integrated approach for service delivery in this solicitation, Respondent's staff will be cost allocated across all applicable funding streams.

A detailed Cost Allocation Plan (CAP) must be submitted with your proposal **in accordance with the guidance that can be accessed through the link provided below**. The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All Respondent's costs should be included in the plan. Official accounting records must support all costs.

In order for costs to be allowable in Federal grants programs, the costs must be allocable on the basis of benefits received. The requirements and guidance for cost allocation are found in the Office Management and Budget (OMB) Circulars outlining the cost principles (**OMB Circular A-122 for nonprofit organizations; OMB Circular A-87 for governmental entities, Code of Federal Regulations (CFR) 45, Subpart B-74 and CFR 48, Subpart 31.2 for profit organizations**). For additional information, please visit: <http://www.floridajobs.org/pdg/guidancepapers/050FinalRwbCapProcedures072805.pdf>

One original and **one copy** labeled Cost Allocation Plan must be packaged separately and included with the **Organizational Capability** package.

If your organization has an approved Federal Indirect Rate, please submit a copy of the approval letter from the federal agency that reviewed and approved the indirect rate proposal.

6. Operational Documents

Attachment K identifies required operational documents. **One original** and **one copy**, labeled operational documents must be packaged separately and included with the **Organizational Capability** package.

7. Due Diligence Requirements

Attachment L sets forth Due Diligence requirements. **One original** and **one copy** labeled Due Diligence documents must be packaged separately and included with the **Organizational Capability** package.

The submission of Due Diligence documents **is required** for **all** Respondents. Included in the Due Diligence package will be the organization's most recent independent audit and Management Letter.

INTENTIONALLY BLANK

**Part VI
Selection Process**

A. Evaluation Process

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 may be disqualified. A Respondent may include additional information and such information may or may not be considered by SFWIB during the evaluation process. Respondents are requested to be concise and complete in their proposals.

The evaluation process is designed to assess the Respondent's ability to meet the SFWIB requirements and to identify those Respondents most likely to satisfy those requirements. The evaluation process will be conducted in a thorough and impartial manner at a publicly-noticed selection committee meeting held in accordance with the Florida Public Meetings Law. This session is scheduled for **August 10, 2009, 10:00 a.m. ET**. Respondents are advised to periodically check the SFWIB website calendar (www.southfloridaworkforce.com) for the scheduled date, time, and location of this session in the event that a change occurs. Respondents are encouraged but are not required to attend this meeting.

Price is an important factor in selecting a Respondent. However other factors in the competitive selection process will be considered and may take precedence over price. These factors may include, but are not limited to: quality of service offered; operating methodologies; administrative capability; previous experience in providing the same or similar services; and the ability to achieve the deliverables. SFWIB may elect not to award a contract to any Respondent under this solicitation. References are checked to verify information submitted in the proposals.

Alternate means of accomplishing the requirements specified herein, with reasonable assurance of satisfactory results, will be considered and may be accepted, at the sole discretion of SFWIB without further addendum to the solicitation.

SFWIB may enter into negotiations with the Respondent(s) to achieve the best services for SFWIB. The SFWIB reserves the right to accept one or more portions of competing Respondents' proposals and use such portions to form an overall program in the best interests of the SFWIB. Further, the SFWIB shall have the right to use any or all ideas or adaptations of the ideas presented in any proposal received pursuant to this RFP. Selection or rejection of a proposal will not affect this right. SFWIB reserves the right to reject, in the SFWIB's sole discretion, any and all proposals or portions thereof at any time without prior notice. The SFWIB reserves the right to withdraw, in the SFWIB's sole discretion, this RFP or any portion of this RFP at any time without prior notice.

The following criteria will used to evaluate the proposals.

Criteria	Points
Organizational Experience and Capabilities	5 Points
Proposed Service Strategies/Scope of Services	65 points
Proposed Performance Outcomes	10 points
Proposed Budget	10 points
Cost Allocation Plan	10 points

B. Contract Award

A contract or contracts may be negotiated with one or more Respondents based upon the proposals received by the SFWIB. SFWIB reserves the right to request additional data, oral discussions or presentations to support proposals.

Final award of a contract or contracts will be contingent upon:

- Successful negotiation of a contract between the SFWIB and the Respondent,
- Acceptance by the Respondent and the SFWIB of the contract terms and conditions,
- Satisfactory verification of past performance and systems (e.g. financial) of the Respondent
- Availability of funds to the SFWIB.

C. Appeal Process

Respondents will be advised of the SFWIB appeal process at the time of the **August 10, 2009**, public meeting.

INTENTIONALLY BLANK



Attachment A

Cover Sheet

Refugee Employment and Training Services

Release date: July 16, 2009

A. IDENTIFYING DATA:

Complete the information below.

Name of Organization	Ten-Digit Alpha-Numeric Code

B. Certification:

Typed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

Cover Sheet Refugee Employment and Training Services Organizational Capability

Release date: July 16, 2009

A. Identifying Data:

Name of Organization:		Contact Person:	
Address:		Telephone Number:	
City & ZIP Code:		Fax Number:	
Director:		E-Mail Address:	

B. Summary:

1. We propose to manage and operate Refugee & Employment Training Services outside of the Career Center(s): _____ (Place a checkmark here). Place a checkmark in the block to indicate requested services/programs.

2. We propose to integrate, manage and operate Refugee & Employment Training Services in the Career Center (s): _____. (Place checkmark here). Place a checkmark in the block to indicate requested services/programs.

Proposed Services/Programs			Funds Requested	Cost per Participant
		Place a Checkmark here		
Employment and Training Services	Mandatory			
Career Laddering	Optional			
Summer Youth	Optional			
Totals				

Specify below which Career Center(s) the Refugee and Employment Training Services will be integrated into:

Proposed Career Center Location(s)

C. Certification of Data:

I do hereby certify that this application is submitted in accordance with the provisions and conditions outlined in the solicitation and that all data are accurate and represents the Respondent's intention to provide all services specified.

Typed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

Qualification of Administrative and Program Staff

Please complete the chart below with all required information.

Position/Job Title	Position/Job Description	Name of Staff	Qualifications
Key Staff			
Program Staff			

Attach resumes of identified staff behind this Chart.

REFERENCES

Provide the information requested below for a maximum of three of your funding sources for the last two years that the Respondent contracted with to provide similar services within the last two years.

Reference #1			
Name of Organization:			
Full Mailing Address:			
Size of the Organization:		Number of Years Respondent Provided Service:	
Contact Person Who can Verify the Performance:	Name:	Telephone #:	Fax Number #
Services Provided:			
Performance Requirements:			
Funding Level:			
Reference #2			
Name of Organization:			
Full Mailing Address:			
Size of the Organization:		Number of Years Respondent Provided Service:	
Contact Person Who can Verify the Performance:	Name:	Telephone #:	Fax Number #
Services Provided:			
Performance Requirements:			
Funding Level:			
Reference #3			
Name of Organization:			
Full Mailing Address:			
Size of the Organization:		Number of Years Respondent Provided Service:	
Contact Person Who can Verify the Performance:	Name:	Telephone #:	Fax Number #
Services Provided:			
Performance Requirements:			
Funding Level:			

Cover Sheet

Refugee Employment and Training Services

TECHNICAL PROPOSAL

Release date: July 16, 2009

A. Identifying Data:

Place a ten-digit alpha-numeric code in the space provided.

--

B. Summary:

1. We propose to manage and operate Refugee & Employment Training Services outside of the Career Center(s):
 _____ (Place a checkmark here). Place a checkmark in the block to indicate requested services/programs.

2. We propose to integrate, manage and operate Refugee & Employment Training Services in the Career Center (s):
 _____. (Place checkmark here). Place a checkmark in the block to indicate requested services/programs.

Proposed Services/Programs			Funds Requested	Cost per Participant
		Place a Checkmark here		
Employment and Training Services	Mandatory			
Career Laddering	Optional			
Summer Youth	Optional			
Totals				

Specify below which Career Center(s) the Refugee and Employment Training Services will be integrated into:

Proposed Career Center Location(s)

Cover Sheet

Refugee Employment and Training Services

BUDGET

Release date: July 16, 2009

A. Identifying Data:

Place a ten-digit alpha-numeric code in the space provided.

--

B. Summary:

1. We propose to manage and operate Refugee & Employment Training Services outside of the Career Center(s): _____ (Place a checkmark here). Place a checkmark in the block to indicate requested services/programs.

2. We propose to integrate, manage and operate Refugee & Employment Training Services in the Career Center (s): _____. (Place checkmark here). Place a checkmark in the block to indicate requested services/programs.

Proposed Services/Programs			Funds Requested	Cost per Participant
		Place a Checkmark here		
Employment and Training Services	Mandatory			
Career Laddering	Optional			
Summer Youth	Optional			
Totals				

Specify below which Career Center(s) the Refugee and Employment Training Services will be integrated into:

Proposed Career Center Location(s)

BUDGET: PROJECTED ADMINISTRATIVE COST

Agency Assigned Number:	
Project Name:	
Period:	10/01/2009 to 09/30/2010 / 12 months

			FUNDING SOURCE: Example, Refugee, Other SFW Funds, Other Non-SFW Funds.						In-Kind Facilities, Services & Cash								
GL #'s	NAME OF FUNDING SOURCE:		RET Employment Services		RET Career Laddering Services		RET Summer Youth		Other: SFW Funds		Other: Non-SFW Funds		TOTAL		% Amount	% Amount	
			%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount			
	<u>Position</u>	<u>No. of FTEs'</u>	<u>Annual Salary</u>														
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
				0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5001	TOTAL FTE/Salaries			-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!	-
				#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
	Fringe Benefits:																
5033	Executive Fringes			0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Fica/Mica	Rate: 7.65%		#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-
	Workman's Comp	Rate:		#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-
	Unemployment	Rate:		0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Health Ins. (staff only)	Monthly Cost per staff:		0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Life Ins.	Monthly Cost per staff:		0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Retirement	Provide rationale & calculations		0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Other (Specify)	Provide rationale & calculations														#DIV/0!	-
																#DIV/0!	-
																#DIV/0!	-
																#DIV/0!	-
5054	TOTAL Fringe Benefits			-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!	-

BUDGET: PROJECTED ADMINISTRATIVE COST

Agency Assigned Number:	
Project Name:	
Period:	10/01/2009 to 09/30/2010 / 12 months

GL #'s NAME OF FUNDING SOURCE:		FUNDING SOURCE: Example, Refugee, Other SFW Funds, Other Non-SFW Funds.										In-Kind Facilities, Services & Cash					
		RET Employment Services		RET Career Laddering Services		RET Summer Youth		Other: SFW Funds		Other: Non-SFW Funds				TOTAL			
		%	Amount	%	Amount	%	Amount	%	Amount	%	Amount			%	Amount	%	Amount
Operating Expenses:																	
Space																	
	Annual Cost																
5210	Storage	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5211	Building Lease / Rent	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5216	Building Repair & Maintenance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5217	Security	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5225	Electricity	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5227	Telephone	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5229	Internet Service	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5613	Common Area Maintenance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5618	Alarm Service	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5619	Garbage Disposal	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5620	Water & Sewer	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5621	Pest Control	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Other:	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
Supplies																	
5221	Office & Computer Supplies including reproduction	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5219	Printing (outside)	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5249	Cleaning Supplies	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
Postage																	
5223	Postage	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
Equipment																	
5213	Equipment Lease / Rent	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5215	Equipment Repair & Maintenance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
Insurance																	
5251	Auto Insurance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5256	Bonding Insurance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5254	Crime Insurance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5255	Flood Insurance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5250	General Liability Insurance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5252	Property Insurance	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
Travel																	
5241	Local Travel, including tolls & parking	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5243	Out-of-Town Travel	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-

BUDGET: PROJECTED ADMINISTRATIVE COST

Agency Assigned Number: _____
Project Name: _____
Period: 10/01/2009 to 09/30/2010 / 12 months

GL #'s NAME OF FUNDING SOURCE:		FUNDING SOURCE: Example, Refugee, Other SFW Funds, Other Non-SFW Funds.										In-Kind Facilities, Services & Cash						
		RET Employment Services		RET Career Laddering Services		RET Summer Youth		Other: SFW Funds		Other: Non-SFW Funds				TOTAL				
		%	Amount	%	Amount	%	Amount	%	Amount	%	Amount			%	Amount	%	Amount	
Professional Services (list each)																		
5075	Payroll Fees	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5200	Bank Service Charges	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5201	Audit	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5205	Consulting Fees	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5207	Other Professional Services (Specify):	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5209	Temporary Agency - Staff	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
Major/Capital Equipment (over \$1000, list each)																		
5402	Capital Equipment (not including software and hardware)	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
Minor Equipment (up to \$1000, list each)																		
5404	Non Capital Equipment (not including software and hardware)	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
Software and Hardware																		
5405	Capital Software and hardware	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5406	Non-Capital Software and hardware	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
Other: Specify & provide rationale & calculations																		
5224	Special Services (Specify):	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5230	Background Check - Staff	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5231	Advertising	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5232	License and Permit	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5233	Membership Dues and Subscriptions	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5244	Registration Fees	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5245	Staff Training and Credentials	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
5247	Meetings and Conferences	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
Other:		0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-	
TOTAL Administrative Expenses																#DIV/0!	-	
TOTAL PROJECTED ADMINISTRATIVE COST		#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	
		\$0.00																

Administrative costs cannot exceed 10% of Contract award.
 A **comprehensive narrative** that includes explanation and calculation for all budgeted costs must be attached.

BUDGET: PROJECTED PROGRAM COST

Agency Assigned Number:	
Project Name:	Refugee Services (identify location):
Period:	10/01/2009 to 09/30/2010 12 months

GL #'s	NAME OF FUNDING SOURCE:	FUNDING SOURCE: Refugee																		
		RET Employment Services		RET Career Laddering Services		RET Summer Youth		TOTAL		In-Kind Facilities, Services and Cash										
		%	Amount	%	Amount	%	Amount	%	Amount	%	Amount									
	Position		No. of FTEs		Annual Salary															
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
5001	TOTAL FTE/Salaries															#DIV/0!	-			
				#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-			
	Fringe Benefits:																			
5033	Total Executive Fringes			0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
	Fica/Mica	Rate:	7.65%	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-			
	Worker's Comp	Rate:		#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-			
	Unemployment	Rate:		0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
	Health Insurance (Staff Only)	Monthly cost per staff:		0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
	Life Insurance	Monthly cost per staff:		0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
	Retirement	Provide rationale & calculations		0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
	Other (Specify):	Provide rationale & calculations																		
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
				0.0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	#DIV/0!	-			
5054	TOTAL Fringe Benefits															#VALUE!	-			

BUDGET: PROJECTED PROGRAM COST

Agency Assigned Number: _____
Project Name: Refugee Services (identify location): _____
Period: 10/01/2009 to 09/30/2010 12 months

GL #'s	NAME OF FUNDING SOURCE:	FUNDING SOURCE: Refugee						In-Kind Facilities, Services and Cash			
		RET Employment Services		RET Career Laddering Services		RET Summer Youth		TOTAL			
		%	Amount	%	Amount	%	Amount	%	Amount		
	Operating Expenses:		<u>Annual Cost</u>								
	Space										
5216	Building Repair & Maintenance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5217	Security	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5225	Electricity	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5227	Telephone (Cell)	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5613	Common Area Maintenance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5618	Alarm Service	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5619	Garbage Disposal	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5620	Water & Sewer	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5621	Pest Control	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Other (Specify):	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Supplies										
5221	Office & Computer Supplies including reproduction	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5219	Printing (outside)	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5249	Cleaning Supplies	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Postage										
5223	Postage	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Equipment										
5213	Equipment Lease / Rent (Specify):	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5215	Equipment Repair & Maintenance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Insurance										
5251	Auto Insurance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5256	Bonding Insurance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5254	Crime Insurance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5255	Flood Insurance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5250	General Liability Insurance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5252	Property Insurance	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Travel										
5241	Local, including tolls & parking	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5243	Out-of-town	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
	Professional Services (list each)										
5205	Consulting Fees (Program Related)	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5207	Other Professional Services (Specify):	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5209	Temporary Agency - Staff	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-
5603	Janitorial Services	0.0%	-	0%	-	0%	-	0%	-	#DIV/0!	-

BUDGET: PROJECTED PROGRAM COST

Agency Assigned Number: _____
Project Name: Refugee Services (identify location): _____
Period: 10/01/2009 to 09/30/2010 12 months

GL #'s	NAME OF FUNDING SOURCE:	FUNDING SOURCE: Refugee						In-Kind Facilities, Services and Cash					
		RET Employment Services		RET Career Laddering Services		RET Summer Youth		TOTAL					
		%	Amount	%	Amount	%	Amount	%	Amount	%	Amount		
	Major/Capital Equipment (over \$501, list each)												
5402	Capital Equipment (not including software and hardware)	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
	Minor Equipment (up to \$500, list each)												
5404	Non Capital Equipment (not including software and hardware)	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
	Software and Hardware												
5405	Capital Software and hardware	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5406	Non-Capital Software and hardware	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
	Other:												
5224	Special Services (Specify)	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5230	Background Check - Staff	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5231	Advertising & Outreach	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5233	Membership Dues and Subscriptions	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5244	Registration Fees	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5245	Staff Training and Credentials	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5247	Meetings and Conferences	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
	Participant Costs (provided thru SAMS):	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5550	Support Services (CL Prog -- Trng Credentials, Licenses, State Exams, OJT)	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5560	Transportation (RET Transp + CL Transp)	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
	Participant Summer Costs:	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5540	Participant Summer Wages	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5545	Participant Summer Fringes	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
5547	Participant Worker's Comp	0.0%	-	0%	-	0%	-	0%	-			#DIV/0!	-
	TOTAL Operating Expenses		-		-		-		-			#DIV/0!	-
	TOTAL PROJECTED PROGRAM COST	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -			#DIV/0!	\$ -

A comprehensive narrative that includes explanation and calculation for all budgeted costs must be attached.

RET
Budget Narrative Instructions

Salaries	List each staff position by title. Indicate the gross salary (from all sources) and the percentage of time to be charged to this program.
Fringe Benefits	This section represents total fringe benefit costs for staff that is budgeted and work directly with the SFW program. Indicate the fringe benefit costs as a percentage of salaries or a monthly cost per staff, as appropriate. Fringes include: <u>FICA/MICA</u> : Set by the Internal Revenue Services (IRS) at the current rate of 7.65% <u>Worker's Comp</u> : Enter the agency's rate for Workers Compensation <u>Unemployment</u> : Enter the agency's rate for Unemployment Compensation Insurance. <u>Retirement</u> : enter the agency's rate for retirement benefits. <u>Health Insurance</u> : Enter the monthly cost of health insurance per staff. For single coverage only (no family coverage) and only for staff that have coverage. Include the number of FTE's in the calculation. <u>Life insurance</u> : Enter the monthly cost of life insurance per staff. Include the number of FTE's in the calculation. <u>Other Fringe</u> : Enter any additional fringe benefits offered for staff. List the description of the benefit.
Equipment Purchases	For each type of equipment to be purchased, list the number of items and the unit cost for each item. If awarded, Capital equipment budgeted must be purchased by SFW.
Supplies	For item to be purchased, list the number of items and the unit costs for each item. An alternate method of calculation, such as cost per participant or staff, would also be acceptable.
Travel Costs	The <u>Local travel</u> method of calculation must be shown as number of miles traveled times the cost per mile times the number of staff that will be performing the travel. <u>Out of Town travel</u> costs need to clearly indicate the type of travel, title of staff and purpose. Provide calculation for any per diem costs.
Other Costs	List each cost (space, utility, insurance, janitorial, etc.) in accordance with the budget format. Provide detailed explanation and calculation (unit cost times the number of months, etc.) for each item budgeted. Explain which service or activity is supported by this cost.
Indirect Cost	Calculate the total indirect cost by multiplying the approved rate time the base. Note : this category may only be used by organizations with an Indirect Cost Rate approved by an authorized federal or state agency. Documentation of the rate must also be provided.
Profit Rate	Note : profit rate is for profit organizations only and is subject to performance achievement and negotiation.
Participant Costs	For wages, indicate the number of participants enrolled in this activity times the hourly pay rate times the number of hours. For supportive services, indicate the number of participants who will receive these services times the unit cost of the supportive services. For any other activity within this budget category, clearly indicate the activity and how the cost was computed.
Staff Incentives	Provide a list of each staff position that will receive an incentive. Indicate the amount per staff and the performance requirements that staff will need to meet in order to receive the incentive.

Refugee Employment and Training Services

Performance / Outcomes

Release Date: July 16, 2009

A. Identifying Data:

Place a ten-digit alpha-numeric code in the space provided.

--

B. PROPOSED PERFORMANCE/OUTCOMES

EMPLOYMENT SERVICES

PERFORMANCE MEASURES FOR EMPLOYMENT SERVICES	MINIMUM RATE	PROPOSED PERFORMANCE
Entered Employment Rate	85%	
Employed on 90 th Day	75%	
Employed on 18 th Day	60%	
RCA Entered Employment Rate	50%	
Health Care Insurance Ratio	42%	
RET Quality Assurance Error Rate	3%	

CAREER LADDERING

PERFORMANCE MEASURES FOR CAREER LADDERING SERVICES	MINIMUM RATE	PROPOSED PERFORMANCE
Career Laddering Services Completion	85%	
Career Laddering Placements	85%	
Employed on 90 th Day	75%	
Employed on 18 th Day	60%	
CL Quality Assurance Error Rate	3%	

SUMMER YOUTH

PERFORMANCE MEASURES FOR SUMMER YOUTH SERVICES	MINIMUM RATE	PROPOSED PERFORMANCE
Summer Youth Completions	100%	

Attachment K
Operational Documents

CHECKLIST FOR SUBMITTING OPERATIONAL DOCUMENTS

Agency Name: _____ **Date:** _____

Complete this checklist to assist in submitting the operational documents required by South Florida Workforce Investment Board (SFWIB).

DOCUMENT	SUBMITTED (Yes/No)	COMMENTS
* 1. State of Florida Current Year Corporate Registration Certificate or Current Year Permit/License Issued by Division of Licensing, Department of State, State of Florida.		
2. Names and Positions of Members of the Board of Directors.		
3. Organizational Responsibilities of Designated Staff, including Signatures.		
4. Corporate Resolution or LLC Affidavit		
* 5. Certification of Sound Fiscal Management.		
6. W-9 -- Request for Taxpayer Identification Number and Certification.		
7. Personnel Policies and Procedures.		
8. Proof of Required Insurances: Commercial General Liability, Professional Liability, Automobile Liability, Worker's Compensation Insurance; and Fidelity Bond Insurance. Worker's Unemployment Insurance (copy of two most recent UCT-6 report)		
9. Certification Regarding Lobbying.		
10. Certification Regarding Debarment, Suspension, and Other Matters.		
11. Public Entity Crime Affidavit.		
12. Certification Regarding Drug Free Workplace		
13. Florida Clean Indoor Air Act		
14. Non-Discrimination and Equal Opportunity		
15. Sarbanes-Oxley Act of 2002		

* **NOT APPLICABLE TO GOVERNMENTAL JURISDICTIONS**

DO NOT WRITE BELOW THIS LINE

I HAVE REVIEWED ALL REQUIRED OPERATIONAL DOCUMENTS AND FIND THEM TO BE ACCEPTABLE

Contracts Compliance Supervisor, OCI

Date

Director, Administration

Date

Contracts Administrator

Date

FORM F-1 -- CHECK LIST FOR SUBMITTING OPERATIONAL DOCUMENTS

REQUIRED DOCUMENTATION DESCRIPTION

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 SFWIB to insure that the Respondent is currently active and approved to do business in the State of Florida.

2. **Names and Positions of Members of the Board of Directors (if applicable)**

This document shall be a listing of the names of the Board of Directors and their position(s) on the Board including Chairman, Vice-Chairman, Secretary, Treasurer, and various committee positions; address, telephone numbers, e-mails; analysis of race, sex and ethnicity.

3. **Organization Responsibilities** **(Form F-3)**

This document (Form F-3) insures that each managerial responsibility has been assigned to a staff person. It is possible that one person may be responsible for more than one of these assignments.

4. **Corporate Resolutions / LLC Affidavit** **(Sample Form F-4, Form A134 and Form A135)**

The Corporate 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 corporation with SFWIB.

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.

5. **Certificate of Sound Fiscal Management *** **(Form F-5)**

This document (Form F-5) will certify that the Respondent and the Respondent's CPA have agreed to establish and maintain sound financial and fiscal controls and management systems.

6. **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, SFWIB will require a copy. If not, SFWIB will require the organization's IRS identification number by completion of this form.

7. **Personnel Policies and Procedures**

Attach the Respondent's Personnel Policies and Procedures Manual.

8. **Insurance Requirements**

The following insurances are required by SFWIB prior to the acceptance and execution of a contract.

- a. *Commercial General Liability*
- b. *Professional Liability Insurance*

*** Not Applicable to Government Jurisdictions**

- c. ***Automobile Liability Insurance***
- d. ***Worker's Compensation Insurance*** (including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects)
- e. ***Worker's Unemployment Compensation Insurance***
- f. ***Fidelity Bonding Insurance***

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 as follows:

a. **Commercial General Liability Insurance**

- 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.
- ii. Commercial General Liability Insurance shall be secured in the following minimum amounts: \$1,000,000 aggregate; \$1,000,000 per occurrence. For individuals who provide professional services, including consultants, commercial general liability coverage in the amount of the Contract or \$50,000 whichever is greater. SFWIB shall be named as an additional party insured with respect to this coverage.

b. **Professional Liability Insurance**, when applicable, shall be secured in the name of the Contractor in an amount not less than \$300,000. This insurance covers liability arising from rendering of or failure to render professional services. SFWIB shall be named an additional party insured with respect to this coverage.

c. **Automobile Liability Insurance**

- i. For all vehicles owned, leased, or hired by the Contractor, which are utilized in connection with the services provided under the terms of this Contract, Auto Liability Insurance is required in the single limit amount of not less than \$500,000. The endorsement of PIP shall be added. SFWIB shall be named as an additional party insured with respect to this coverage.
- ii. Non-owners Auto Liability Insurance shall be required if any personal vehicles are utilized by employees for official use in connection with the services provided under the terms of this Contract. Non-owners auto liability insurance shall be required regardless of whether or not the employee request mileage reimbursement.
- iii. Personal vehicles owned by employees of the Contractor which are not owned by the Contractor; but are utilized in connection with the services provided under the terms of this Contract, auto liability insurance shall be required in the single limit amount of not less than \$300,000. PIP shall be added as an endorsement.

d. **Worker's Compensation Insurance**

Worker's Compensation Insurance shall be secured for each person employed or enrolled by the Contractor. This insurance shall be secured in an amount that is consistent with Chapter 440 of the State of Florida Statutes. If Worker's Compensation Insurance cannot be secured for participants, an alternative insurance approved by the SFWIB must be secured.

e. **Worker's Unemployment Compensation Insurance**

Worker's Unemployment Compensation Insurance shall be secured for each person employed by the Contractor in a manner which is consistent with Federal and State laws. (Submit a copy of the two most recent UCT-6 reports submitted to the State)

f. **Fidelity Bond Insurance** (for all employees of the Contractor)

The Contractor shall provide fidelity bonding for all staff persons as follows:

- i. Directors, Officers and staff persons who are authorized by the Contractor to account for property, authorize expenditures, request cash advances and reimbursements, sign justification packages, receive or deposit funds into program accounts, issue financial statements, checks or other instruments of payment for program costs, sign checks, on behalf of the agency, personally receive checks from SFWIB, or otherwise handle funds.
- ii. This requirement shall be fulfilled through the purchase of a blanket fidelity bond. If a blanket bond cannot be purchased, then a position bond should be purchased. If neither a blanket bond nor a position bond can be secured, each person shall be individually bonded for the full amount of bonding required for this Section.
- iii. The amount of the bond, whether issued through a blanket bond, position bond or individual bond, shall be equal to the following amount:
 - 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 SFWIB programs that are operated by the Contractor, whichever is lower.
 - The Certificate should also include a statement which names SFWIB as the Loss Payee for any claim involving SFWIB funds or as trustee of the bond or as an Additional Insured.

Submission of the Insurance to the SFWIB:

- a. The Contractor shall insure that all insurance and bonding required under its Contract is secured prior to the effective period of performance of the Contract.
- b. All Policies and Certificates of Bonding and 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 Bond and/or 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 become the responsibility of the Contractor and shall not be reimbursed through WIA, WT, RET or other funds awarded by SFWIB.

- c. 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:

- i. 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 SFWIB;
- or**
- ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the State of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- d. All Certificate of Bonding or Insurance submitted to SFWIB shall provide the following information:
- i. The agency / individual / position that is insured / bonded;
 - ii. The amount of the bond or insurance policy;
 - iii. The beginning effective date of the policy and the expiration date of the policy;
 - iv. A statement, which insures that the SFWIB will be notified of any cancellation of the policy or bond at least thirty (30) days prior to said cancellation; and
 - v. A statement naming SFWIB as the Loss-Payee or 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 Bonding or 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, SFWIB may forthwith terminate the contract.

- 9. **Certification Regarding Lobbying** Complete and sign form.
- 10. **Certification Regarding Debarment, Suspension, and Other Matters** Complete and sign form.
- 11. **Public Entity Crime Affidavit** Complete and sign form.
- 12. **Certification Regarding Drug-Free Workplace** Complete and sign form.
- 13. **Florida Clean Indoor Air Act** Complete and sign form.
- 14. **Non-Discrimination and Equal Opportunity** Complete and sign the *Workforce* or *RET* form; as applicable.
- 15. **Sarbanes-Oxley Act of 2002** Complete and sign form.

All of the above required documentation must be attached under the completed cover sheet entitled **Checklist for Submitting Operational Documents (Form F-1)**.

AGENCY: _____ DATE: _____

ORGANIZATIONAL RESPONSIBILITIES

Provide the names(s) and telephone number of the person(s) who has been designated the responsibility within the following areas:

POSITION	NAME	TELEPHONE NUMBER
<u>Chairman of the Board</u>	_____	_____
<u>President/Executive Director of the Agency</u>	_____	_____
<u>Project Director</u>	_____	_____
<u>Affirmative Action Officer</u>	_____	_____
<u>Personnel Officer</u>	_____	_____
<u>Fiscal Management Officer</u>	_____	_____

Name

Signature

- Person Authorized to Sign Contracts according to Corporate Resolution or LLC Affidavit

- Persons Authorized to Sign Reimbursement/Justification Packages (Two signatures required)

- Persons Authorized to Pick Up Payments/Checks

- Person(s) Authorized to Sign & Pick Up Bus Passes, Gas Cards & Other Documents

• **FASCIMILE SIGNATURES REQUIRED AND MUST BE BONDED**

**AFFIDAVIT OF MEMBERS, MANAGING 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 608.4101(1)(a), Fla. Stat. (2004), 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, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), 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, Managing 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 608.402, Fla. Stat.(2004), 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 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 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, Managing Members, and Managers, as needed)

AFFIDAVIT OF MEMBERS, MANAGING 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:

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, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), 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 608.402, Fla. Stat.(2004), 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, Managing Member, or Manager, as those terms are defined in Section 608.402, Fla. Stat. (2004), 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.

2. There are no Members, Managing 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 608.402, Fla. Stat.(2004), 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, Managing Members, and Managers of LLC, as needed)

SAMPLE

CORPORATE RESOLUTION

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

WHEREAS, _____ 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 _____, 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 _____ (Program) **SERVICES** for the period of <Date> through <Date>.

Thereupon declared this resolution duly passed and adopted this _____ day of _____, 2009.

ATTEST

A Florida Not-for-Profit Corporation

Secretary of the Board

Corporate Seal
(Seal with Corporate Seal here)

**CERTIFICATION OF SOUND FISCAL MANAGEMENT
STATEMENT TO BE COMPLETED BY ALL PRIVATE FOR PROFIT AND
PRIVATE - NON-PROFIT ORGANIZATION**

We, _____ as the Executive Director, and _____
(Full Name) (Full Name)
as the Chief Fiscal Officer of _____, acknowledge that as a condition of
(Organization)
receiving funds from the SFWIB, have the need to establish and maintain sound financial and fiscal controls and
management systems. We hereby certify that _____
(Organization)
has established internal controls which are adequate to safeguard the assets of the organization, monitor the
accuracy and reliability of accounting data, promote operating efficiency and insure compliance with prescribed
SFWIB policies and procedures.

Signature (Executive Director)

Date

Signature (Chief Fiscal Officer)

Date

I am a **duly licensed certified public accountant** and have been engaged to review the accounting systems of
_____ which is private (___profit / ___non-profit) organization that will
(Organization)
operate a program for the SFWIB under _____ Program. I have reviewed the financial
systems that this Respondent has established. This review was completed on _____.
(Date)

At the time of review, the organization had established internal controls which were adequate to safeguard the
assets of the organization, monitor the accuracy and reliability of accounting data, promote operating efficiency,
and insure compliance with prescribed management policies.

(Name of CPA Firm)

(Typed Name of Accountant)

(Date)

(Signature of Accountant)

If any modifications are required to this certificate due to the nature of the engagement between the Contractor and
the CPA, attach a substitute report as explanation.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

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

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 Part II instructions on page 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

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. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 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 Social Security Administration office or get this form online at www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The Respondent certifies, to the best of the Respondent'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 Respondent 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. Code. 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.

Respondent

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. As required by the regulation implementing EO No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Respondent certifies to the best of Respondent's knowledge and belief, to the following:
 - a. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department, Agency or Subcontractor;
 - b. The Respondent 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;
 - c. The Respondent 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 1.b of this certification; and
 - d. The Respondent 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.
 - e. The Respondent shall comply with the language of the certification with regards to Respondent's Subcontractors. Respondent shall ensure and require the same certification from its Subcontractor(s), which shall be forwarded to SFWIB along with the request to subcontract as required by this solicitation/Contract.

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

Respondent

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e) **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ [signature]

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR Produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(Type of Identification)

(Printed, typed, or stamped Commissioned name of Notary Public)

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

The Respondent assures and guarantees that Respondent 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, as follows:

- a. The Respondent shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the workplace and specifying consequences of any such employee violation.
- b. The Respondent shall establish a drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Respondent's policy of maintaining a drug-free workplace/training site, availability of counseling, rehabilitation, and employee assistance programs; and penalties which may be imposed for drug abuse violations.
- c. The Respondent shall give a copy of the policy statement to each of the Respondent's employees and customers engaged under this Contract.
- d. The Respondent shall notify the employees and customers in such statement that as a condition for employment or participation in training under this Agreement, the employee and/or customer will abide by the terms of the statement and notify the Respondent of any conviction or violation of a criminal drug statute in the workplace/training site no later than five (5) calendar days after the conviction.
- e. The Respondent agrees to take disciplinary action against any employee or customer convicted for violation of any criminal drug statute in the workplace/training site or require the participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
- f. The Respondent further assures that Respondent will notify the SFWIB within five (5) calendar days, of any criminal drug statute violation by a Respondent's employee or customer engaged under this Contract.

Respondent

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

FLORIDA CLEAN INDOOR AIR ACT

The purpose of the **Florida Clean Indoor Air Act (FCIAA)** is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health.

FCIAA Provisions

❖ **Prohibition** – A person may not smoke in an enclosed indoor workplace, except as specified below (s.386.204, F.S.).

Enclosed, indoor workplace means – Any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or includes, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, jalousies, doors, or the like.

The Department of Health considers enclosed indoor workplace to include, but not limited to the following:

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
- ❖ **Specific exceptions** – Smoking is permitted in the following indoor locations (s.386.2045, F.S.):
- ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(11), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(8), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.204(5), F.S.
 - ◆ Membership Association – as defined in s. 386.203(13), F.S., and provided that noncommercial activities are performed by members of the membership association.

Key Points of the Law

- ❖ **Posting of signs; requiring policies** – The person in charge of an enclosed indoor workplace that prior to adoption of s.20, Art. X, Florida Constitution was required to post signs stating that smoking was permitted. Until July 1, 2005, must continue to post signs stating that smoking is NOT permitted in the enclosed indoor workplace (s. 386.206, F.S.).
 - ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking prohibitions.

The following places are required to post signs if smoking is permitted:

 - ◆ A licensed stand-alone bar (at entrance),
 - ◆ A customs smoking room (airport in-transit lounge),
 - ◆ A smoking cessation program where tobacco smoking is an integral part of the cessation program approved by the Department of Health, and
 - ◆ Where scientific or medical research is being conducted and tobacco smoking is an integral part of the research.

- ❖ **Public announcement in mass transportation terminals** – Terminals of public transportation carries located in standard metropolitan statistical areas with populations over 230,000 are required to announce over public address systems every 30 minutes, in appropriate languages, that Florida is a clean indoor air state and that smoking is not allowed except in a customs smoking room in an in-transit lounge (s. 386.211, F.S.).
- ❖ **Smoking prohibiting near school property; penalty** – Smoking is prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. The law provides for penalties (s. 386.212, F.S.).

Administration & Enforcement

The Department of Health shall enforce the FCIAA in workplaces not regulated by the Department of Business and Professional Regulation.

Respondent

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE OF COMPLIANCE

Assurance of compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

The Respondent provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE RESPONDENT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R., Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any education program or activity for which the Respondent receives Federal financial assistance from the Department.

The Respondent agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Respondent, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Respondent by the Department, this assurance shall obligate the Respondent, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Respondent for the period during which it retains

ownership or possession of the property. The Respondent further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance, and commit the Respondent to the above provisions.

Respondent

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

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 Respondent assures that the Respondent will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title X1 – 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”.

Respondent

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

Attachment L
Due Diligence

PROPOSER DUE DILIGENCE REVIEW

One original and one copy of the following financial documents must be submitted with your proposal. The information submitted will be used to perform a due diligence review of your organization. **Failure to provide all the requested documents will disqualify your agency / company from further consideration.**

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

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

A. Legal Status

1. A State of Florida Corporate Registration Certificate.
2. Articles of Incorporation and By-Laws.
3. A current State of Florida annual Uniform Business Report (UBR).
4. List of names, positions, addresses, telephone numbers, e-mails, gender, race and ethnicity of the members of the Board of Directors.

B. Source(s) of Revenue

1. A summary that shows for the most current fiscal period, the individual amount of revenue **by source**:
 - a. Government sources of revenue such as grants, program funding, etc. (If none, so state):
 1. Federal sources of revenue (Include funds that originate from federal sources even though the grant or program is with a county or city, such as WIA, Welfare Transition, etc.).
 2. State sources of revenue (Include direct contracts or grants with the State of Florida, or any other State, if applicable).
 3. Local sources of revenue (County and City contracts and grants with locally-generated government funds).
 - b. Private sources of revenue (If none, so state):
 1. Sales
 2. Private contracts
 3. Vendor contracts with government entities
 4. Other sources of private revenue (donations, contributions, etc.)

- c. Established and available lines of credit (If none, so state):
 1. A 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
 4. Expiration date
 5. Interest rate
2. Documentation for all sources of revenue. In the case of contracts and award letters, the documentation must show the total dollar amounts. The documentation must be current, i.e., the effective period of the contract/award has not expired.
3. A budget or other relevant document that shows the projected revenue for the next operational year.

C. 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
 - Table of organization for the accounting / finance department to include job titles and functions
 - Resume of the individual in charge of the accounting / finance department / function
2. Chart of accounts.
3. The most recent month Trial Balance.
4. The most current Payroll Register.
5. The most current bank account statements and their corresponding reconciliations for all accounts.
6. The most current set of interim Financial Statements:
 - a. Statement of Financial Position (Balance Sheet)
 - b. Statement of Revenue and Expense
 - c. Budget and Expenditure Report (budget vs. actual) (current period and prior year)
7. The most current month Cash Receipt Journal.
8. The most current and previous month Check Register (2 months).
9. The most current Aged Accounts Receivables and Payables Schedules.
10. General ledger detail report for the last 2 months.
11. Cost allocation plan or a copy of the approval letter for federal indirect cost rate.
12. Agency-wide budget.

Note: The above information may be submitted in electronic or paper format.

D. Payroll Taxes

1. A copy of the two most recent Quarterly Tax Reports submitted to the IRS (form 941).
2. A copy of the two most recent Quarterly Tax Reports submitted to the State of Florida (form UCT-6).

E. Independent Audit

1. A copy of the latest independent audit report, including the management letter, if applicable.

F. Banking

1. The bank name(s) and address(es) for **all** accounts.
2. A copy of the banks' signature cards showing authorized signatures for signing checks.
3. The name(s), position and authorized check signing level for all accounts for each authorized check signer.
4. The Board of Director's resolution authorizing individuals to sign checks and the signing level for each individual.
5. If applicant is an out-of-town entity, provide a sample corporate check (write "COPY: NOT NEGOTIABLE" across the check).

G. Insurance

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

H. Personnel

1. The established written Personnel Policies and Procedures, including Grievance Procedures.

I. Procurement

1. The established written Procurement Policies and Procedures.

J. Previous Contractual Relationships

1. A listing of current and previous year contracts indicating the names of the funding organizations, contract numbers, contract amounts, contract dates/terms, services/programs contracted for, contact name, telephone number and e-mail.
2. Copy of the latest monitoring report produced by each funding organization, **excluding SFWIB**.
3. Copy of the response to the monitoring report(s).

**Office of Continuous Improvement (OCI)
Procurement Review**



___ Sub-Recipient ___ Vendor ___ ITA

APPLICANT FISCAL REVIEW

Applicant _____ Reviewer _____
 Address _____ Date of Review _____
 City, State, Zip _____ Type of Program (s) Proposed _____
 Contact Person _____ E-mail _____
 Phone _____ Fax _____
 Procurement Title / Funding Source _____

REVIEW SUMMARY

Points Awarded	Recommendation (Check One)	
	To Fund _____	Not to Fund _____
Condition(s) to Funding Recommendation		
Reason(s) Not to Fund		
General Finding(s)		
Distribution: Operations _____ Contracts _____ Finance _____		

___ Sub-Recipient

___ Vendor

___ ITA

APPLICANT FISCAL REVIEW

All applicants start with twenty (20) points. Critical items requiring reductions are identified in the tool and are listed below:

1. IF THE ORGANIZATION HAS BEEN IN BUSINESS FOR LESS THAN TWO YEARS – **Immediate disqualification.**
2. IF APPLICANT IS UNABLE TO SET ASIDE 20% FUNDING RESERVE – (Non-educational scholarships). **Immediate disqualification.**
3. IF THE APPLICANT HAS BEEN IN BUSINESS MORE THAN TWO YEARS BUT LESS THAN 3 YEARS – **1 Point subtracted.**
4. IF THERE IS NO REVENUE, OR IF NO PROPER DOCUMENTATION IS PROVIDED - **1 Point subtracted.**
5. IF ANY ACCOUNTING ELEMENT IS NOT AVAILABLE OR IF ANY IS NOT CURRENT - **½ to 2 Points subtracted.**
6. IF DOCUMENTATION TO SUPPORT THAT PAYROLL TAXES ARE CURRENT IS NOT PROVIDED - **2 Points subtracted.**
7. IF AN INDEPENDENT AUDIT WAS DUE BUT NOT PERFORMED OR NOT PROVIDED – **2 Points deducted.**
8. IF THE APPLICANT IS IN POOR FINANCIAL CONDITION BASED ON LIQUIDITY, MEASURES/RATIOS – **2 Points subtracted.**
9. IF A BANK ACCOUNT IS NOT ESTABLISHED OR RECONCILIATIONS ARE NOT CURRENT – **1 to 2 Points subtracted.**
10. IF INSURANCE POLICIES ARE NOT IN FORCE OR NOT PROVIDED– **1 to 4 Points subtracted.**
11. IF NO WRITTEN PERSONNEL POLICIES AND PROCEDURES - **1 Point subtracted.**
12. IF INDIVIDUAL PERSONNEL RECORD FILES ARE NOT KEPT ON ALL EMPLOYEES- **1 Point subtracted.**
13. IF NO WRITTEN PROCUREMENT POLICIES AND PROCEDURES OR IF PROCUREMENT IS NOT COMPETITIVE – **1 to 2 Points subtracted.**

**Office of Continuous Improvement (OCI)
Procurement Review**



___ Sub-Recipient

___ Vendor

___ ITA

APPLICANT FISCAL REVIEW

Refer to the list of acceptable documentation for the review.

___ Sub-Recipient ___ Vendor ___ ITA

APPLICANT FISCAL REVIEW

COMPLETE EACH SECTION BELOW

A. Critical Criteria

- 1. Has the Applicant been in business at least two (2) years? ___ Yes ___ No
- 2. Is the Applicant able to set aside a 20% funding reserve? ___ Yes ___ No

Note: This applies only to service providers that are not applying to be an Individual Training Account (ITA) training agent.

A 20% funding reserve is required to ensure there is sufficient capital to cover potential disallowed costs. The reserve can be met either by cash on hand, available balance on established line(s) of credit with a lending institution(s), a performance bond or non-government revenue (private sources).

Amount of non-government revenue: \$

(The applicant must be able to document that they are currently receiving, and expect to continue receiving sufficient resources to ensure adequate capability to set aside a funding reserve.)

Calculate the 20% funding reserve: (Multiply the amount of award being sought by 0.2)

Amount of funding reserve: \$

A “No” to any of the above questions immediately disqualifies the applicant. No further review is necessary.

B. Legal Status (1 point)

___ Sole Proprietor ___ Corporation for Profit: State ___ Limited Liability Corp ___
___ Partnership ___ Corporation Not for Profit: State ___

Does the legal status of the applicant involve a fictitious name? ___ Yes ___ No

If yes, explain relevancy to the applicant: _____

Date of Incorporation: _____ List of Principals Provided? ___ Yes No ___
(Name, position, address, telephone and e-mail)

**Office of Continuous Improvement (OCI)
Procurement Review**



___ Sub-Recipient ___ Vendor ___ ITA

APPLICANT FISCAL REVIEW

Purpose of the Organization, as stated in the official records (articles of incorporation, by-laws, etc.):

How long has the organization been involved in activities? _____
(If more than two years but less than three years, subtract 1 point).

Are the activities related to the applicant's proposal to provide services? ___Yes ___No

Years of experience operating projects similar to the program proposed: _____

C. Revenue and Income (1 point)

Total projected revenue for next year: \$ _____

(If there is no income or revenue, or if no proper documentation is provided, subtract 1 point)

D. Accounting System (2 points)

Does the applicant have written accounting procedures? ___Yes ___No (- 1/2 point)

If not, is the established system appropriate? ___Yes ___No

Does the accounting system include the following elements? (- 1/2 point if any elements missing)

- | | |
|--------------------------------------|--|
| ___ Chart of Accounts | ___ Budget versus Actual Report |
| ___ General Ledger | ___ Check Register |
| ___ Trial Balance | ___ Aged Accounts Receivables Schedule |
| ___ Payroll Register (Source: _____) | ___ Aged Accounts Payables Schedule |
| ___ Financial Statements | ___ Monthly Bank Account Statements |
| ___ Cash Receipt Journal | ___ Monthly Bank Account Reconciliations |

Is the posting to all of the accounting elements up to date? ___Yes ___No (- 1 point)

Name of the accounting software _____

Is accounting done: In-house _____ Off-premises (Name of the accounting firm) _____

**Office of Continuous Improvement (OCI)
Procurement Review**



___ Sub-Recipient ___ Vendor ___ ITA

APPLICANT FISCAL REVIEW

Will the financial day-to-day transactions of the proposed program be handled by an accounting or finance department headed by an accountant or finance officer? ___Yes ___No

If one individual rather than an established department will handle the financial day-to-day transactions, what is his/her name?

Is this individual an accountant? ___Yes ___No If not, what is his/her position?

What type of accounting education does this individual have?

How many years of accounting/bookkeeping experience do this individual have? _____

E. Payroll Taxes (2 points)

When are payroll taxes paid (every payroll, monthly, etc.)? _____

When was the last time that payroll taxes were paid? _____

	IRS form 941	State of Florida form UCT-6
Date of the last report filed:		

If documentation of up-to-date tax payment is not available, subtract 2 points.

F. Independent Audit (2 points)

Audit Provided? ___Yes ___No ___N/A If yes, period covered: _____

Type of Audit (A-133, Financial Statements, etc.): _____

Concerns raised by the auditors:

Did the Board of Directors provide a written response to the findings? ___Yes ___No (- 1/2 point)

(If an audit was due but not performed or copy not provided, deduct 2 points)

___ Sub-Recipient ___ Vendor ___ ITA

APPLICANT FISCAL REVIEW

G. Financial Condition (2 points)

1. Based on the latest set of interim financial statements:

- a. There is positive working capital. ___ Yes ___ No Amount: \$ _____
- b. The provider has positive liquidity. ___ Yes ___ No Current Ratio: _____
- c. There is at least 30 days cash on hand. ___ Yes ___ No #Days: _____

(Subtract 2 points if any of the above liquidity measures are negative)

H. Banking (2 points)

Is there an established bank account? ___ Yes ___ No (- 1 point)

Is there a separate account maintained for payroll? ___ Yes ___ No

How often is the bank statement reconciled? _____ Date of last reconciliation: _____

(If the last reconciliation is two or more months old, subtract 1 point)

Are checks pre-numbered? ___ Yes ___ No

Who is authorized to sign checks? _____

Is the authorization and levels to sign checks given by the applicant's Board of Directors?
___ Yes ___ No

Does the authorization agree with the signatures filed with the bank? ___ Yes ___ No

Is there a limit to the amount that the check signers can write? ___ Yes ___ No

If yes, what is the amount of the limit? _____

What authorization is required for larger amounts? _____

When outstanding checks are considered void? _____

When are outstanding checks written off the books? _____

**Office of Continuous Improvement (OCI)
Procurement Review**



___ Sub-Recipient ___ Vendor ___ ITA

APPLICANT FISCAL REVIEW

I. Insurance (4 points)

Does the agency have the following insurance?

___ General Liability; Limits _____

___ Automobile Liability; Limits _____

___ Workers Unemployment Compensation Insurance; Limits _____

___ Bonding; Limits (for non-ITA) _____

___ Workers Compensation Insurance, if applicable; Limits _____

If any insurance is not available, explain: _____

(Subtract 1 point for each insurance coverage missing)

J. Personnel (2 points)

Does the applicant have its own employees or are they leased from a staffing company?

Are there written personnel policies? ___ Yes ___ No (- 1 point)

Do the policies include grievance procedures? ___ Yes ___ No

Are individual personnel record files kept on all employees? ___ Yes ___ No (- 1 point)

Wages are paid: ___ Monthly ___ Semi-Monthly ___ Bi-Weekly ___ Weekly

Who authorizes payroll? _____

What is the position of this individual? _____

K. Procurement System (2 points)

Does the applicant have established written procurement procedures? ___ Yes ___ No (- 1 point)

(If no written procedures exist, describe the established procedures on a separate page)

**Office of Continuous Improvement (OCI)
Procurement Review**



___ Sub-Recipient ___ Vendor ___ ITA

APPLICANT FISCAL REVIEW

Are goods and services procured competitively? ___ Yes ___ No (- 1 point)

If yes, is there threshold amount for bids taken before purchases are made? ___ Yes ___ No

Are the bids verbal or written? _____

If bids are verbal, how are they documented? _____

Who authorizes Purchase Orders? _____

Who authorizes payments? _____

Who receives the goods or services? _____

Who is the authorized Purchasing Agent? _____

What purchasing limits, if any, are placed on this individual? _____

Do procurement procedures include emergency purchasing? ___ Yes ___ No

L. Previous Contractual Relationships

1. Has the applicant had any previous contractual relationship to provide services? ___ Yes ___ No

If yes, please list name of the organization(s), contract year(s), dollar amount(s), and scope of services:

2. Has there been any previous monitoring reports issued for the contracts above? ___ Yes ___ No

If yes, review the last issued monitoring report from each funding organization and on a separate page, summarize any major areas of non-compliance and review the response.

LIST OF ACCEPTABLE DOCUMENTATION

In accordance with the Request for Proposal (RFP), new applicants must make available for review acceptable documentation of fiscal accountability in order for South Florida Workforce Investment Board (SFWIB) to conduct a fiscal review prior to making funding decisions.

The following list shows the documents that must be available to SFWIB for review.

A. Critical Criteria

1. See Section B below.
2. See Section C below.

B. Legal Status

1. A State of Florida Corporate Registration Certificate.
2. A current State of Florida annual Uniform Business Report (UBR).
3. Articles of Incorporation and By-Laws.
4. List of names, positions, addresses, telephone numbers, e-mail, gender, race and ethnicity of members of the Board of Directors.

NOTE: If the applicant 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 must be available for review--See Attachment "C".

Also, please note that the documents subject to review must be relevant and directly applicable to the entity that submitted the Request For Proposal, and would therefore be the entity of record, if selected for funding. If the applicant of record submits a proposal that includes the use of another entity, then one of the entities must be a registered fictitious name of the other entity. See Title XLVI, Chapter 865, Sec. 865.09 of the 1999 Florida Statutes (Fictitious Name Act).

C. Sources of Revenue

1. A list that shows for the most current fiscal period, the individual amount of revenue **by source:**
 - a. Government sources of revenue such as grants, program funding, etc. (If none, so state):
 1. Federal sources of revenue (Include funds that originate from federal sources even though the grant or program is with a county or city, such as WIA, Welfare Transition, etc.).
 2. State sources of revenue (Include direct contracts or grants with the State of Florida, or any other State, if applicable).
 3. Local sources of revenue (County and City contracts and grants with locally-

generated government funds).

- b. Private sources of revenue (If none, so state):
 1. Sales
 2. Private contracts
 3. Vendor contracts with government entities
 4. Other sources of private revenue (donations, contributions, etc.)

- c. Established and available line(s) of credit (if none, so state):
 1. A 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
 4. Interest rate
 5. Expiration date

Note for Non-ITA's: Private and non-government sources of revenue must total at least 20% of the RFP funding amount requested.

2. Documentation for all sources of revenue. In the case of contracts and award letters, the documentation must show the total dollar amounts. The documentation must be current, i.e., the effective period of time the contract/award letter has not expired.

3. A budget or other relevant document that shows the projected revenue for the next operational year.

D. Accounting System

1. Written accounting policies and procedures and description of the agency's accounting system to include:
 - Whether the accounting function is performed in-house or contracted
 - Name of the accounting system and how long the system has been in use.
 - Table of organization for the accounting/finance department to include job titles and functions.
 - Résumé of the person in charge of the accounting/finance department/function.
2. Chart of accounts.
3. The most recent month Trial Balance.
4. The most current Payroll Register.
5. The most current month bank account statements and their corresponding bank reconciliations for all accounts.
6. The most current set of interim Financial Statements:
 - i. Statement of Financial Position (Balance Sheet)
 - ii. Statement of Revenue and Expense
 - iii. Budget and Expenditure Report (budget versus actual) (current period and prior year)

7. The most current month Cash Receipt Journal.
8. The most current and previous month Check Register (2 months).
9. The most current Aged Accounts Receivables and Payable Schedules.
10. General ledger report for the last month.
11. Cost Allocation Plan or a copy of the approval letter for federal indirect cost rate.
12. Agency-wide budget.

E. Payroll Taxes/Payroll

1. A copy of the two most recent Quarterly Tax Reports submitted to the IRS (form 941).
2. A copy of the two most recent Quarterly Tax Reports submitted to the State of Florida (form UCT-6).
3. Describe the established process for payroll processing (how is daily time kept; who transcribes the hours to tally sheets; who reviews and approves the time sheets for accuracy; who signs off before the payroll is approved, etc.).

F. Independent Audit

1. A copy of the latest independent audit **including** the management letter, if applicable.

G. Banking

1. The bank names, addresses and account numbers for **all** accounts.
2. The banks' signature card showing the authorized signatures for signing checks.
3. The names, position, and authorized check signing level for all account authorized check signers.
4. The Board of Director's resolution authorizing the individuals who can sign checks.
5. If the applicant is an out-of town entity without a current local office, provide a copy of a sample corporate check (write "COPY: NOT NEGOTIABLE" across the copy.)

H. Insurance

1. The Certificates of Insurance for general liability coverage, automobile, workers' compensation insurance and Bonding (for non-ITA).

I. Personnel

1. The established written Personnel Policies and Procedures, including Grievance Procedures.

J. Procurement

1. The established written Procurement Policies and Procedures.

K. Previous Contractual Relationships

1. A listing of current and previous contracts indicating the names of the funding organizations, contract numbers, contract amounts, contract dates / terms, services/programs contracted for, contact name, contact telephone number or e-mail.
2. Copy of the latest monitoring report produced by each funding organization.
3. Copy of the response to the monitoring report(s).