



DEPARTMENT OF ECONOMIC OPPORTUNITY REQUEST FOR PROPOSAL

Solicitation Acknowledgement Form

Page <u>1</u> of <u>44</u> pages	SUBMIT PROPOSAL TO: Department of Economic Opportunity (DEO) Office of Property and Procurement 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455		
AGENCY RELEASE DATE: <u>August 29, 2019</u>			
SOLICITATION TITLE: Workforce Ongoing Temporary Staffing		SOLICITATION NO: 19-RFP-014-WM	
PROPOSALS WILL BE OPENED: October 03, 2019 at 3:00 PM, Eastern Time and may not be withdrawn within <u>180</u> days after such date and time.			
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.			
RESPONDENT NAME:		<div style="border-top: 1px solid black; width: 100%;"></div> <p style="text-align: center;">* Authorized Representative's Signature</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">* Name and Title of Authorized Representative</p> <p style="text-align: center;"><small>*This individual must have the authority to bind the Respondent.</small></p>	
RESPONDENT MAILING ADDRESS:			
CITY - STATE - ZIP:			
PHONE NUMBER:			
TOLL FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response: <http://dms.myflorida.com/content/download/2934/11780>

In the event of a conflict between the terms of the PUR 1001 and the terms of this solicitation, the terms of this solicitation control.

PUR 1000 – GENERAL CONTRACT CONDITIONS

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this Request for Proposal (RFP), to the extent they are not otherwise modified herein. This document should not be returned with the Response: <http://dms.myflorida.com/content/download/2933/11777>

In the event of a conflict between the terms of the PUR 1000 and the terms of this solicitation, the terms of this solicitation control.

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

- B.1 Solicitation Number** 19-RFP-014-WM
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Workforce Services
- B.4 Issuing Office** Winston McGriff/Vincent McKenzie
Purchasing Analyst/Property and Procurement Manager
107 East Madison Street, B-047
Tallahassee, Florida 32399
(850) 245-7467/ 245-7463
winston.mcgriff@deo.myflorida.com
vincent.mckenzie@deo.myflorida.com

B.5 Restrictions on Communication with DEO Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following DEO’s posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement office named above. Violation of this provision may be grounds for rejecting a proposal.

B.6 Calendar of Events

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in Eastern Standard time.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: http://vbs.dms.state.fl.us/vbs/main_menu	8/29/2019
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	9/12/2019 at 3:00 PM
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	9/24/2019
4.	Proposals Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	10/03/2019 at 3:00 PM
5.	Anticipated Evaluation of Technical Proposals	10/10/2019- 10/17/2019
6.	Anticipated Posting of Notice of Intent to Award	10/24/2019

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Addenda or clarifications to this RFP will be posted on the Florida Vendor Bid System (VBS). **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

B.7 Notice of Potential Federal Funding

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on DEO's federally approved cost allocation plan.

B.8 Pre-Proposal Conference and/or Site Visit (*THIS SECTION DOES NOT APPLY TO THIS RFP*)

B.9 Questions (*This section supersedes Section A, PUR 1001, Instruction #5, Questions*)

Any questions from Respondents concerning this RFP shall be submitted via email to Winston McGriff and Vincent McKenzie at winston.mcgriff@deo.myflorida.com and vincent.mckenzie@deo.myflorida.com by the date and time specified in Section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All emails to the procurement officer should contain the solicitation number in the subject line of the email. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent questions should be submitted in the format included in *Attachment J – Technical Questions Submittal Form*.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE. Any information received through oral communication shall not be binding on the Agency and shall not be relied upon by any Respondent.

B.10 Submission of Proposal (*This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses*)

Proposals must be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Proposals must be submitted by U.S. Mail, Courier, or hand delivery. **PROPOSALS SUBMITTED ELECTRONICALLY WILL BE REJECTED.**

Each proposal shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all Proposals be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if the Proposal is being hand delivered, please allow for sufficient time to gain access into the building.

PROPOSALS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

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B.11 Withdrawal of Proposal

A submitted proposal may be withdrawn, if within 72 hours after the proposal due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

B.12 Proposal Opening *(This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)*

The proposal opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Office of Property and Procurement, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The names of all Respondents submitting proposals shall be made available to interested parties upon written request to the contact person (Issuing Office) listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance to any related meeting or proposal opening.

Sealed proposals received by DEO in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision or 30 days after the proposal opening, whichever is earlier.

B.13 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Proposal to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely proposals that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the proposal are those set forth as mandatory, or without which an adequate analysis and comparison of proposals is impossible, or those which affect the competitiveness of proposals or the cost to DEO.

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MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its proposal in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.34 and B.36.1, one (1) original, signed and sealed Technical Proposal, four (4) paper copies of the signed original and one (1) electronic copy of the signed original Technical Proposal (on compact disc), which include the following required attachments:
1. DEO Solicitation Acknowledgement Form
 2. Attachment A – Reference Form
 3. Attachment C – Drug Free Workplace Certification
 4. Attachment D – Disclosure Statement/Conflict of Interest
 5. Attachment E – Certification Regarding Debarment
 6. Attachment F – Certification Regarding Lobbying
- C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.34 and B.36.2, one (1) original, signed and sealed Attachment B, Cost Proposal, four (4) paper copies of the signed original and one (1) electronic copy of the signed original Cost Proposal (on compact disc). **Attachment B must be submitted in a sealed package separate from the other attachments.**
- D. If a Respondent fails to submit all completed documentation with its proposal, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the proposal has met all other requirements of the solicitation.

The use of the terms “shall”, “must”, or “will” within these solicitation documents indicate a **MANDATORY** requirement or condition.

Proposals may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of any resulting contract awarded under this proposal.

B.14 Cost of Preparing Respondent’s Proposal

DEO is not liable for any costs incurred by a Respondent in responding to this RFP, including those for oral presentations, if applicable.

B.15 Disclosure and Ownership of Proposals by DEO

A Respondent’s proposal shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent’s proposal, upon submission, and any resulting contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the proposal and contract.

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B.16 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any proposal content submitted to DEO which is asserted to be exempted by law from disclosure as a public record shall be set forth on a page or pages separate from the rest of the proposal, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so identify any such content constitutes a waiver of any claimed exemption as applied to the portion of the proposal or other document in which the content is set forth.

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of a Respondent's proposal to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such in the reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DEO.

DEO takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide DEO with a separate Redacted Copy of its proposal, in hard copy and on a CD ROM, at the time of proposal submission.**

This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to DEO at the same time the Respondent submits its proposal to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

If it is determined that the proposal does not contain any information which is exempted by law from public disclosure, please provide as part of the proposal, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its proposal, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

B.17 Posting of Recommended Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Proposal Tabulation, with a notice of intended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) for a period of 72 hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within 72 hours after posting of the notice of intended award.

B.18 Description of Work Being Procured

This solicitation seeks the services of a staffing agency that will be able to meet all temporary disaster recovery-related staffing needs, including clean-up, recovery, restoration, and humanitarian efforts in areas impacted by disasters or emergency situations, as outlined in Section 170(d)(4) of the Workforce Innovation and Opportunity Act (WIOA), including heavy-industrial occupations. DEO is requesting proposals from prospective contractors to provide a broad range of temporary staffing services on an as-needed basis to Florida's 24 Local Workforce Development Boards (LWDB) serving the 67 counties in Florida for disaster related employment to clean up, repair, and restore damaged public/non-profit properties, as well as the properties of individuals who qualify for assistance. Temporary staff approved by LWDBs may also be hired to provide humanitarian relief assistance to individuals and local community businesses impacted by storms qualifying for assistance. Staffing services may also be provided to the LWDBs on an as-needed basis for other statewide projects based on awards made by DEO to LWDBs through grants or contracts. All work shall be performed in accordance with the Scope of Work contained in Section C.

B.19 Number of Awards

DEO anticipates awarding one contract for services under this solicitation; however DEO may issue multiple contracts if DEO determines, in its sole discretion, that multiple awards are in the best interests of the State.

B.20 Contract Period

The contract period for any contract awarded as a result of this solicitation is expected to begin upon execution of the contract and remain in effect for a period of 36 months. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within 30 days of contract execution.

DEO reserves the right to renew the contract resulting from this solicitation, consistent with sections 287.057 and 287.058 of the Florida Statutes. Renewal of the contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal shall be limited to an additional term not to exceed three years which may be renewed on an annual basis at the sole discretion of DEO. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. DEO shall have sole discretion on availability of funds.

B.21 Type of Contract Contemplated - *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order), only if the Contract award is equal to or greater than \$65,000)*

A cost reimbursement contract is proposed; however, DEO reserves the right to award another type of contract if doing so is believed to be advantageous to DEO and the State of Florida, considering price and other factors. The Contractor shall be paid for the services rendered under the contract upon satisfactory completion of these services.

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A copy of the proposed contract is included in Section D, "DEO Vendor Core Contract". The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined to be in the best interest of DEO. Information on Federal procurement regulations, state statutes and rules referred to in this solicitation, may be obtained by contacting DEO's Office of Property and Procurement referred to in Section B.4.

B.22 Proposal Acceptance Period

DEO intends to execute the contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the highest ranked Respondent if an agreement is not executed within 30 days after the announcement of an award and may proceed to award the contract to the second ranked Respondent.

B.23 Firm Proposal - (This section supersedes Section A, PUR 1001, Instruction #14, Firm Response).

Any submitted proposal shall remain firm and valid for 180 days after the proposal submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any proposal within this time period except as described in paragraph B.11. Any proposal that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.24 Disclosure

Information will be disclosed to Respondents in accordance with state statutes and rules applicable to this solicitation.

B.25 Laws and Permits

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under the contract. All permits and licenses required for the Contract must be obtained by the contractor and maintained for the duration of the Contract. If a Respondent is an employee leasing company, then the Respondent must be licensed in accordance with Chapter 468, Part XI, of the Florida Statutes, or the Respondent must be licensed before the anticipated start date of the Contract.

B.26 Insurance

1. Contractor's Commercial General Liability Insurance:

By execution of any contract awarded under this solicitation, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during any contract awarded under this solicitation, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of

\$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work.

The Contractor selected under this RFP shall maintain, during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage.

The selected Contractor's current certificates of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to DEO's Contract Manager, with the exception of ten (10) days' notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a contract with DEO. The insurance certificate and insurance policy must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

4. The state of Florida, DEO, and LWDBs shall be exempt from, and in no way liable for, any costs of any insurance or policy deductible, and payment of any insurance costs shall be Contractor's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract, at DEO's sole and absolute discretion, after DEO's review of Contractor's insurance coverage when Contractor is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Contractor shall provide DEO, and upon request, to the LWDB written verification of the existence and amount for each type of applicable insurance coverage prior to commencement of services. Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

B.27 Vendor Registration

Prior to entering into a contract with DEO, the selected contractor must be registered with the Florida Department of Management Services' (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website at http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration. Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist with vendor registration efforts:

Code	Description
80111600	Temporary personnel services
80111601	Temporary clerical or administrative assistance
80111603	Temporary production staffing needs
80111604	Temporary technician staffing needs
80111605	Temporary financial staffing needs
80111611	Temporary warehouse staff
80111612	Temporary drivers
80111613	Temporary manual labor
80111615	Temporary machinist personnel
80111616	Temporary customer service personnel
80111618	Temporary construction services
80111620	Temporary human resources services
80111621	Temporary research and development services
80111622	Temporary safety health environmental services
80111623	Temporary sourcing and logistics services
80111624	Temporary travel staffing
80111625	Temporary manual labor underground

B.28 Florida Department of State Registration Requirements

All entities identified under chapters 605, 607, 617, 620, 621 and 865, Florida Statutes, seeking to do business with DEO shall, prior to entering into a Contract, must be appropriately registered with the Florida Department of State.

B.29 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority, women, and veteran-owned business enterprises with private corporations for business development mentoring. DEO strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

B.30 Contractors and Subcontractors

The resulting contract does not allow the Contractor to subcontract for any of the services provided in the resulting contract.

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B.31 Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to DEO within five working days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether a conflict of interest exists.

B.32 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a proposal or specified to be delivered under a project contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by contract funds become the property of DEO except as may otherwise be provided in the Contract.

B.33 Most Favored State Status (*THIS SECTION DOES NOT APPLY TO THIS RFP*)

B.34 Submittal Requirements

One original Technical Proposal and four copies thereof shall be bound, enclosed and sealed individually and one electronic copies of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

One signed original Cost Proposal and four copies thereof shall be bound, enclosed and sealed individually, and one electronic copy of the signed original Cost Proposal (on compact disc). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.

If a Respondent fails to submit the one electronic (i.e., on compact disc), signed copy of its original Technical Proposal or the one electronic (i.e., on compact disc), signed copy of its original Cost Proposal with its proposal package, DEO reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the proposal has met all other requirements of the solicitation.

The Respondent's Technical Proposal shall be packaged separately from its Cost Proposal or the proposal package will be rejected.

If Respondent considers any portion of its Technical Proposal or Cost Proposal to be confidential, the Respondent shall submit a compact disc containing one copy of the signed, original proposal with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

B.35 Elaborate Proposals

It is not necessary for Respondents to prepare proposals using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Proposal shall be prepared in accordance with the instructions herein.

B.36 Instructions for Preparation of the Proposal

The instructions for this solicitation have been designed to help insure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize cost and response time.

B.36.1 Technical Proposal Format

The Technical Proposal package shall be prepared by each Respondent utilizing 8.5" x 11" paper.

Using the description of work outlined in Section B.18 above and Section C, Respondents shall prepare their Technical Proposal Package in the order outlined below, with the sections tabbed for ease of identification and review.

The Respondent's Technical Proposal shall be packaged and sealed separately from its Cost Proposal. Failure of the Respondent to provide any of the information required in the technical proposal portion of the proposal package shall result in a score of zero for that element of the evaluation which will result in the proposal being deemed non-responsive and rejected.

The Technical Proposal will consist of the following and follow the format listed:

- **Cover Sheet - DEO Solicitation Acknowledgement Form**

DEO's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgment Form" with its proposal submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgement Form with its proposal, DEO reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the proposal has met all other requirements of the solicitation.

If Respondents submit a proposal as a joint venture, then each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

The Respondent's Technical Proposal will consist of the following and shall follow the format listed:

- **Tab 1 – Respondent's Management and Technical Plan**

The Respondent must describe its experience in providing temporary employee staffing services statewide as specifically contemplated in this RFP. Also, describe any other similar or related work

experience. State whether the Respondent was the main Contractor or a Sub-Contractor and whether they worked in cooperation with a Sub-Contractor. Clearly note the level and type of employee background screenings conducted, criteria used in selecting employees, soft-skills training provided and how any licensing/certification requirements are handled.

The Respondent shall provide a management plan which describes the administration, management, key personnel and responsible office.

- **Administration and Management (Company Profile)**

The Respondent must include a description of the organizational structure and management style established and the methodology to be used to control cost, ensure reliable services and to maintain schedules; as well as the means of coordination and communication between the organization, the impacted Local Workforce Development Board, and DEO. Information about the company's experience shall be submitted including company profile, experience, years in business, salary, and references. The proposal should be written in non-technical language to summarize the Respondent's overall experience, capabilities, and approaches for accomplishing the services specified herein. This would include when services are available, the number of staff and number of hours proposed to complete the services specified herein.

- **Technical Approach**

The Respondent should explain the approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be coordinated and accomplished. The Respondent should identify any safety concerns and how it will address those issues. Any specific techniques it will use should also be provided.

- **Identification of Key Personnel**

The Respondent must provide the names and contact information of key personnel on the Respondent's team and their availability during non-traditional work days/hours, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the tasks to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. The Respondent should also include this information for any vacant positions anticipated to be filled and used in the Contract.

- **Responsible Office**

The Respondent may have more than one office location. The office assigned responsibility by geographical area for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

- **Tab 2 - Duty of Continuing Disclosure of Legal Proceedings**

- If applicable, Respondent must disclose, as part of its Proposal, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings ("Proceeding(s)") involving Respondent (and each subcontractor) in a written statement to DEO. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.
- This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details

of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.

- Respondent shall promptly notify DEO of any Proceeding relating to or affecting the Respondent or subcontractors' business. If the existence of such Proceeding causes DEO concern that Respondent or subcontractors' ability or willingness to perform the Contract is jeopardized, Respondent shall be required to provide DEO all reasonable assurances requested by DEO to demonstrate that:
 - Respondent will be able to perform the Contract in accordance with its terms and conditions, and
 - Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceedings.

- **Tab 3 – Attachments**

The required response forms furnished in this solicitation must be used when submitting a response. Forms are to be filled out electronically or in ink, and are to be signed by an authorized signatory and dated. Original signatures are required in the original response only. Copies of signature pages are valid for the response copy versions.

Proposals to this RFP must include the following documents and certifications:

1. Reference Form (Attachment A)
2. State Project Plan (B.38), include Drug-Free Workplace Certification (Attachment C)
3. Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
4. Certification Regarding Debarment (Attachment E)
5. Certification Regarding Lobbying (Attachment F)
6. Certified Minority Business Enterprise (CMBE) Certification, if applicable. Attach a copy of your CMBE Certification, if certified with the Florida Department of Management Services.

B.36.2 Cost Proposal Submittal

Each Respondent shall use the forms provided as Attachment B, "Cost Proposal", to provide rates for the services requested in this solicitation. The Respondent's "Cost Proposal" shall be sealed and packaged separately from its Technical Proposal. Failure by the Respondent to submit the "Cost Proposal" sealed separately from the Technical Proposal shall result in the proposal package being deemed non-responsive, and therefore, the proposal will be rejected.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's proposal hereto, including, but not limited to, Respondent's furnishing the necessary personnel and labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc. .), travel, and incidental expenses.

Failure by the Respondent to complete and submit Attachment B, "Cost Proposal," and provide a cost on Attachment B shall result in the proposal being deemed non-responsive, and therefore, the proposal will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.

B.37 Past Performance References

In the spaces provided on Attachment A, the Respondent must list three separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least five continuous year(s). The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list DEO as a client reference. Proposals that list DEO as a client reference will result in the Respondent receiving a score of zero points for the Past Performance References section of the evaluation criteria.**

The same client may not be listed for more than one reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

If Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description for that reference, on Attachment A.

If Respondents submit a proposal as a joint venture, then at least one past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three.

References should be available to be contacted during normal working hours. DEO will choose, at its own discretion, two of the Respondent's references to contact in order to complete an evaluation of past performance reference questionnaire as provided in Attachment H. In the event that the Respondent has performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact one Department and one non-Department reference. In the event that the Respondent has not performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact two non-Department references.

DEO will attempt to contact each selected reference by phone or email up to three times. If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero for that reference evaluation. DEO **will not** attempt to correct incorrectly supplied information and **will not** select a replacement for a non-responding reference.

Failure to provide the required information for a minimum of three separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero for the Past Performance section of the evaluation criteria.

B.38 State Project Plan

The Respondent should submit a written plan addressing the State's four objectives listed below, to the extent applicable to the items/services covered by this solicitation. DEO expects prospective respondents to address each objective. Objectives not addressed in the selected Respondent's proposal must be addressed prior to Contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.**

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1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit, as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the company intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the company intends to subcontract.

B.39 RFP Process

The RFP process is conducted in two sequential phases: first, the Proposal Preparation Phase, and second the Evaluation Phase.

1. In the Proposal Preparation Phase, the Respondents will prepare and submit a proposal to the Procurement Officer based on the requirements identified previously in Section C of this RFP and any addenda to the RFP.
2. In the Evaluation Phase, an evaluation team will evaluate and score the proposals according to the evaluation criteria contained in the RFP and DEO will then post DEO's decision, as set out in Section B.6.

B.40 Evaluation Criteria

1. General

- a. DEO reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted.
- b. Non-responsive proposals include, but not be limited to, those that:
 - Fail to meet any statutory requirements;
 - Are irregular or are not in conformance with the requirements and instructions contained herein;
 - Fail to utilize or complete prescribed forms; or
 - Have improper or undated signatures
- c. In determining whether a Respondent is responsible, DEO may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract. DEO may deem the Respondent as non-responsible.

2. Evaluation Criteria

See Attachment I – Evaluation Criteria

3. Evaluation Scoring

Each proposal will be reviewed by at least three evaluators who will independently score the proposal based on the criteria contained in Attachment I. The Issuing Office identified in Section B.4, will collect all of the completed evaluation scoring forms from the evaluators at the completion of the evaluation period, and will attempt to contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews, cost, and the evaluators score sheets will be tabulated for inclusion on the summary score sheets for calculation of the total numerical rating. The Procurement Office will average the total point scores to convert to average rank, for each proposal for all evaluators. The Procurement Office shall present the average rankings to the program area and Agency Head, or his or her designee, who will then determine the recommended contract award or the short list of Respondents to participate in oral discussions.

DEO reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If DEO exercises the right, the short list will be posted on the Vendor Bid System. In the event DEO exercises the right to hold oral discussions, the scores given for each evaluation criterion will be added to the score given for that same criterion initially.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	90	2
Company B	100	1
Company C	80	3.5*
Company D	75	5
Company E	80	3.5*

*In the event that multiple Respondents have the same raw point score, the rank positions needed to cover those Respondents are averaged and each Respondent receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each Respondent receives a rank of 3.5.

In the best interest of the State, DEO reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

B.41 Award

Upon completion of the evaluations, the Contract, if awarded, shall be awarded to the responsible and responsive Respondent(s) whose proposal is determined to be the most advantageous to DEO. DEO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

A printed copy of the score tabulation(s) and DEO's intended award decision will be posted for 72 hours in the Office of Property and Procurement, Room B-047 Caldwell Building, located at 107 E. Madison Street, Tallahassee, Florida, and on the Vendor Bid system at the following website URL address: <http://vbs.dms.state.fl.us/vbs/search.criteria.form>.

A copy will also be available upon written request to the Office of Property and Procurement. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

B.42 Identical Tie Proposals

If proposals which are equal with respect to price, quality, and service are received, then the award shall be determined in the order of preference listed below (from highest priority to lowest priority):

- (1) Proposals that certify that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.;
- (2) In accordance with Section 287.057(11), F.S. which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise";
- (3) If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what DEO deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and
- (4) If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

B.43 Terms and Conditions (*This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition*).

All proposals are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section C),
2. DEO Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Proposals (Section B),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001), and
6. Respondent's Proposal.

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's proposal. In submitting its proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions found in this solicitation, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

B.44 Trade Names (*THIS SECTION DOES NOT APPLY TO THIS RFP*)

B.45 Visitor Pass to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow enough time to obtain a visitor's pass if hand delivering your proposal to the Office of Property and Procurement. The official date and time of receipt is the date and time the proposal is stamped as received by the Office of Property and Procurement.

B.46 Employment of DEO Personnel

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with the requirements of section 112.3185, F.S.

B.47 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the requirements of this solicitation.

B.48 Accessible Electronic Information Technology

Respondents submitting proposals to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

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B.49 Agency for State Technology (AST) (THIS SECTION DOES NOT APPLY TO THIS RFP)

B.50 Definitions (please add any applicable definitions in alphabetical order pertaining to this ITN that are not listed below)

- Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt” from disclosure as a public record under the Florida Statutes.
- Contract: The written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and DEO, resulting from an award pursuant to this RFP.
- Contract Manager: The person designated by DEO who is charged with managing a contract through the term of the contract and who is specifically responsible for enforcing performance of the contract terms and conditions, monitoring Contractor performance, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.
- Contractor: The person or entity that enters into a contract to sell commodities or contractual services to DEO.
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business, and exclusive of holidays and weekends.
- Field Supervisor: Oversees field service personnel who perform on-site services including maintenance, and repair. Schedules and trains field service employees. Responsibilities also include reviewing all timesheets to confirm that all employees are included in the timesheets were at the correct work site. A field supervisor is considered a working supervisor who has a thorough knowledge of the job assignments
- Invoice: Contractor’s itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- LWDBs: Local Workforce Development Boards. Comprised of 24 different boards serving specific geographical areas in the state in delivering workforce and training services to Florida’s 67 counties.
- Purchase Order: Purchases for commodities or services made by issuing Purchase Orders through Florida’s MyFloridaMarketPlace (MFMP) system.
- Proposal: The offer extended to DEO in response to a Request for Proposal.
- Respondent: The person or entity submitting a proposal in response to a Request for Proposal.

- Responsive Bid: A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- Subcontractor: A person or entity contracting to perform part or another's entire contract, upon Department approval.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.

B.51 Strict Enforcement

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

SECTION C SCOPE OF WORK

(The successful Respondent to this RFP will be expected to perform the tasks set forth herein, in addition to any other duties or responsibilities anticipated in this RFP or in the subsequent Contract.)

C.1 Purpose

The purpose of this RFP is contract with a Contractor to provide a broad range of temporary staffing services on an as-needed basis to Florida's twenty-four (24) Local Workforce Development Boards (LWDBs) serving the sixty-seven (67) counties in Florida for disaster related employment to clean up, repair, and restore damaged public/non-profit properties, as well as the properties of individuals who qualify for assistance. Temporary staff approved by LWDBs may also be hired to provide humanitarian relief assistance to individuals and local community businesses impacted by storms qualified for assistance. Staffing services may also be provided to the LWDBs on an as-needed basis for other statewide projects based on awards made by DEO to LWDBs through grants or contracts.

C.2 Background/Overview

LWDBs have experienced difficulty procuring staffing agencies with the ability to provide temporary disaster recovery-related staff to assist in clean-up, repair, and restoration of local communities in response to recent natural disasters. This has caused significant delays in the implementation of grant activities, including implementation of the Displaced Worker Grant, in areas most affected by the disasters. For these reasons, DEO is procuring these services on behalf of the LWDBs as a direct support to impacted LWDBs, with the Respondent to provide the required services.

C.3 General Description

Contractor will provide temporary disaster recovery-related staffing services to LWDBs, and serve as the employer of record for staff placed in temporary positions under Purchase Orders (PO) issued by LWDBs. If a disaster has impacted the ability of a LWDB to issue a PO, then DEO may issue a PO on behalf of the affected LWDB.

Contractor will act as employer of record for all temporary employees staffed pursuant to the Contract. Employer of record services are generally required under federal workforce programs or when LWDBs receive limited term grant funding under federal programs. Typically under these programs, LWDBs employing individuals provided by third parties are placed with public or private sector worksite employers approved by LWDBs. The LWDBs may also be designated as worksite employers under certain circumstances. The assigned workers will work under the direction, control, and supervision of the worksite employer. The grants normally require a quick ramp up of personnel, particularly during emergency recovery, with specific employment eligibility requirements that must be met. Individuals classified by the LWDB as participants under specific grants must be accounted for accordingly.

Periods of performance are not standardized and may result in varying starting and ending dates for POs during the term of the Contract.

C4. Management Fee

Pursuant to Deliverable 1, a Management Fee shall be paid on a reimbursement basis based on the total cost of the employees' wages and benefits as specified in C.7, including FICA, Workers' Compensation Insurance, UC taxes,

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Liability Insurance, and overhead. DEO agrees to pay the Contractor based on the wages and hours approved by the LWDBs and the Contractor’s Management Fee specified in the Cost Response. All payments are subject to Contractor’s satisfactory performance and delivery of all supporting documentation, satisfactory in DEO’s sole and absolute discretion. Contractor must ensure all cost are allowable, allocable, reasonable, documented, and necessary and are used only to support the temporary disaster recovery-related staffing services specified in the Contract.

C.5 Deliverables, Tasks, Performance Measures and Financial Consequences

(NOTE TO RESPONDENTS: DO NOT COMPLETE – THIS SECTION WILL BE COMPLETED BY DEO DURING CONTRACT DEVELOPMENT)

Deliverable No. 1 – Provide Temporary Staff		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall provide staffing services for temporary staff, as requested, to LWDBs for workforce disaster temporary employment services.</p> <p>Typical temporary staff for use in the Contract are identified in Exhibit 1 but may be expanded based on negotiated POs issued to the Contractor. The LWDBs will determine the hourly wages paid for all positions per Section C.6. Cost for services cannot exceed rates negotiated with Contractor.</p> <p>Total cost for all LWDBs statewide cannot exceed TBD per State of Florida Fiscal Year.</p>	<p>Contractor shall provide a minimum of one staffing service as specified in Exhibit 1, as evidenced by submission of the following:</p> <p>1) separate invoices to each LWDB listing itemized services provided to LWDB, for each PO issued.</p> <p>Contractor will submit invoice on the frequency specified in the POs issued by the LWDBs and/or DEO in sufficient detail and with supporting documentation to support a pre-and post-audit to the LWDB pursuant to Section C.14.</p>	<p>Failure to submit itemized services on each invoice as specified, requested staffing services, and required supporting documentation as specified in the Contract, will result in a \$25.00 financial assessment against Contractor per business day until required supporting documentation is submitted, up to a maximum of a \$500.00 assessment per occurrence.</p>
		Deliverable 1 - \$Cost
TOTAL AMOUNT AWARD NOT TO EXCEED - \$Cost		

C.6 Contractor’s Responsibilities

1. Complete all new hire paperwork, and manage payroll, discipline, terminations, insurance requirements, and other actions required for temporary staff assigned as an employee to a LWDB.
2. Provide soft skills training and safety orientation to match the employee’s jobsite responsibilities and issue basic jobsite-appropriate safety equipment.
3. Ensure employees have and maintain all appropriate licenses and certifications.

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4. Provide written notice to employees that the Contractor is the employer and is responsible for all personnel matters prior to employee referral to the LWDB.
5. Provide written notice to employees of work schedules, employment status, worksite location, the effective date employment begins and the name and telephone number of the worksite supervisor to whom the employee will report.
6. Administer any corrective actions to temporary employees for violations of Contractor policies or LWDB directives.
7. Provide placement services to employees that are either released by LWDB because of job completion or because the employee has met the maximum benefit payout amount.
8. Be licensed to conduct business in the state of Florida generally, and the local areas to be served, as identified in a PO. Maintain a full-service office accessible in each local area to be served, as identified in a PO, for at least the duration of the services contemplated in the PO.
9. Provide an electronic timekeeping system for use by temporary employees. LWDBs will have access to the timekeeping system for tracking and verification purposes.
10. Provide dedicated Field Supervisors to perform the following, as necessary:
 - a. meet weekly with Contractor's employees;
 - b. review timesheets and confirm all employees are included in the timesheets at the correct LWDB site;
 - c. take notes on the jobsite and employees, and place such notes into Contractor's records;
 - d. perform at least five Jobsite Safety Analysis reports weekly, and make the reports available to the LWDB or DEO for review upon request.
11. The approval process for temporary employees will be as designed by LWDBs being serviced.
12. Provide complete access for all financial records and supporting documentation related to their account to LWDBs, DEO, or its designees, as required by a PO.
13. Provide special reporting, at Contractor's expense, to meet the needs of the LWDB, DEO, or its designees as required by a PO.
14. Retain records related to the Contract for at least five years after the end of the Contract unless notified in writing of the need for a longer retention period by DEO or a LWDB.
15. By executing the Contract Contractor affirms it is an Equal Opportunity Employer and adheres to all federal, state and local laws in relation to its hiring practices.

C.7 Staffing Levels and Hourly Salary Rate

Typical staffing requirements may include, but are not limited to, light industrial manual labor as well as heavy industrial (laborer, backhoe or heavy equipment operator, etc.) as described in Exhibit 1. Contractor is responsible for validating that individuals requiring special licenses or certifications have current credentials required for the worksite duties. The LWDBs will determine the hourly wages paid for all positions. All other billing rates such as, Unemployment Insurance, Federal Insurance Contributions Act (FICA), Medicare, Workers' Compensation, etc. will be identified in Attachment B. The LWDBs will reimburse the Contractor the hourly rate plus the billing rate included in Attachment B, Cost Proposal, Management Fee and as specified in the LWDB's PO issued to the Contractor.

C.8 Professional Qualifications

Contractor is responsible for ensuring temporary employees provided which require specialized skills, such as Commercial Driver's Licenses (CDL), plumbers, electricians, and heavy equipment operators, etc., have valid State of Florida licenses and credentials.

C.9 Staffing Changes

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Contractor shall staff the project with key personnel identified in the Contractor's proposal, which are considered by DEO to be essential to these services outlined herein. As soon as possible, but no less than five business days prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions, resumes, and in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

C.10 Background Screening

Contractor will be responsible for obtaining and providing Level One, or equivalent, written background screenings from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) performing work on the Contract pursuant to the requirements specified in section 435.03, F.S. Documentation supporting the completion of the background screenings must be maintained by the Contractor and made available to the respective LWDB issuing POs with the Contractor, DEO's Contract Manager, or their designees upon request. DEO or the applicable LWDB reserves the right to reject any employee from providing services based on the background screening results. Contractor may access FDLE's website to perform the background screenings and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Documented FDLE background screenings must be completed prior to making any staffing changes under the Contract.

The Contractor will be responsible for the cost of obtaining the checks and must maintain documentation supporting the background checks for the duration of the employees' employment with the Contractor, duration of the Contract, or until all administrative purposes have been served in support of any investigations of suspected abuse or misuse of confidential information obtained while providing services under the Contract.

C.11 Service Times

Services by temporary staff and hours will be specified in POs issued to the Contractor. Contractor must maintain the ability to respond to inquiries at least between the hours 8:00 a.m. and 5:00 p.m., Monday through Friday (local time for LWDB) with the ability to handle inquiries during those business hours (including lunch and break periods). During emergencies or natural disasters Contractor may be required to be available beyond these parameters to provide assistance to LWDBs impacted by emergency staffing requirements.

C.12 Contract Document

The interpretation and performance of the Contract, and all transactions under it shall be governed by the laws of the state of Florida. The Contract documents shall include terms and conditions of this RFP, any addenda, response, and the DEO Vendor Core Contract and the order of precedence specified in the RFP, Section B.43.

C.13 Contract Extension

Extension of a contract for contractual services must be in writing for a period not to exceed six months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the Parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

C.14 Amendments and Changes

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- A. The Contract represents the entire agreement between the Parties and, upon the Contract's effective date, replaces all prior negotiations, interpretations and understandings between the Parties related to the subject of the Contract. Except for Contract Manager information specified in the core contract, Section II.K, any changes, alterations, deletions, or additions to the terms set forth in the Contract must be by written amendment executed by all Parties. Contract Manager changes may be provided without a formalized amendment, by providing an email change notification to the other Parties.
- B. The Parties agree to follow and be bound by the terms and conditions of any governing federal and state laws, regulations, rules and any policy decisions or directives from the Department of Labor or DEO effective upon receipt of written notice directing that such laws, regulations, rules, policy decisions or directives apply to the Contract, without a formalized amendment.
- C. No employee of the Parties, other than the authorized individuals who execute the Contract or their future designee(s) or replacements, shall have authority to amend, alter, delete, or waive any provisions of the Contract, either expressly or by implication, except as provided in Section 12., paragraph A., above. No advice or assistance that may be rendered by such employee(s) shall add to the obligations of the other Parties under the Contract.

C.15 Method of Payment/Invoice

Payment shall be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. The LWDBs are responsible for all payments under the Contract.

Contractor shall provide monthly invoices for allowable expenses during the applicable period, within 5 days after the month ends. Invoices shall be itemized and include sufficient detail as determined by each respective LWDB.

Invoices shall be legible, contain the Contractor's name, address, federal employer identification number, Contract and PO numbers, billing period, and line item cost for each employee paid indicating hours worked, hourly rate and bill rate from Attachment B, Management Fee. Contractor will submit with the invoice all supporting documentation to support any reimbursements to LWDBs for review and approval of the invoice. The State, LWDBs, or DEO may require any other information from the Contractor that is deemed necessary to verify that the goods and or services have been rendered pursuant to the Contract.

Contractor shall include, but not limited to timesheets for each temporary employee under the contract – time and attendance records must be approved by the designated worksite employer supervisor, activity logs, invoices, or other expense records, which are the basis of charges for fees, and expenses under the Contract. Invoices also require copies of the payroll register to be attached that includes, at a minimum, the following information: temporary employee name, hire date, job title, worksite, pay period, check date, check number, hourly rate of pay, current week and year-to-date hours worked, current week and year-to-date gross earnings, deductions, and net pay.

Contractor shall submit monthly invoices to the LWDBs issuing the POs for the services rendered. If there are any questions or concerns regarding the invoice the Contractor will contact the LWDB issuing the PO to the Contractor.

Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

Contractor shall comply with the rules for e-procurement as specified in Rule 60A-1.031, Florida Administrative Code (F.A.C.). Contractor shall maintain eligibility for the Contract through the MyFloridaMarketplace.com system (MFMP) and accept POs issued through MFMP from LWDBs.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

C.16 DEO Responsibilities

1. DEO's Contract Manager, programmatic staff and LWDB staff will provide on-going assistance as needed to Contractor.
2. Pursuant to rule 60A-1.031(5)(a), F.A.C., DEO hereby exempts the MFMP transaction fee from payments made to the Contractor under this Contract.
3. In the event LWDBs are unable to issue POs directly to the Contractor, DEO, through coordination with the impacted LWDB, will assist the LWDB in issuing required POs to the Contractor.
4. Ensure DEO's Contract Manager and programmatic staff provides information and assistance to the Contractor and LWDBs as required.
5. Be available for consultation throughout the Contract period.
6. Expeditiously respond to inquiries or requests from LWDBs and the Contractor.
7. DEO has no duty to pay any amounts due under this Contract for work performed by the Contractor, unless DEO issued a PO on behalf of an LWDB that was operationally impacted by a disaster. Contractor expressly waives any rights of recovery against DEO and the state of Florida for work performed and expenses incurred pursuant to the Contract.

C.17 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements will result in substantial injury and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services are not timely and satisfactorily performed, and if the Parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor may be assessed Financial Consequences as specified in Section C.4.

If Contractor has only one instance of failure to timely and satisfactorily complies with an approved corrective action plan, then DEO, through consultation with the impacted LWDB, and in DEO's sole and absolute discretion, may grant a one-time waiver when Contractor complies with the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

C.18 Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for amount to be determined in final contract negotiations for each calendar day after termination, up to 60 days, for DEO's expenses

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for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.16) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

C.19 Notification of Instances of Fraud

Upon discovery, Contractor shall report all known or suspected instances of Contractor operational fraud or criminal activities to DEO's Contract Manager in writing within 24 hours.

C.20 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services described in this RFP. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with the Contract. All Contractor personnel assigned to this project must sign a confidentiality statement, which will be provided by DEO upon awarding the services described in this RFP. The provisions of the Florida Public Records Act, Chapter 119, F.S., and applicable state and federal laws will govern disclosure of any confidential information received by the state of Florida. The Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to section 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

Except as necessary to fulfill the terms of the Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Contractor shall immediately notify DEO in writing when Contractor, or its employees become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of the Contract. Contractor shall report to DEO any Security Incidents of which it becomes aware, including incidents reported to Contractor. For purposes of the Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as DEO's Information Security Manager requests.

C.21 Change of Ownership

If a change of ownership of the company is anticipated during the 12 months following the RFP Technical Proposal Due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

C.22 Ownership and Intellectual Property Rights

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With regard to POs issued with federal funds, as required at 2 CFR 2900.13, any intellectual property developed under competitive award process must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the recipient. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the federal funding agency has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307. If applicable, the following needs to be on all products developed in whole or in part with grant funds: "This workforce product was funded by a grant awarded by the [Name of Federal Funding Agency]. The product was created by the recipient and does not necessarily reflect the official position of [Name of Federal Funding Agency]. The [Name of Federal Funding Agency] makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

With regard to POs issued with state funds, all legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with the Contract, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Contractor or its employees to the creation of such works shall be considered works made for hire by the Contractor for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

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EXHIBIT 1
List of Positions

The LWDBs will determine the hourly wages paid for all positions at the time services are required.

<https://www.onetonline.org/>. Additional positions may be added at the discretion of the LWDBs on a case-by-case basis to cover local needs.

O*NET Code	Occupation	Workers Compensation Code
11301100	Administrative Services Manager	8810
13119900	Business Operations Specialists, All Other	8810
13119904	Business Continuity Planners	8810
17208100	Environmental Engineers	8810
19204102	Environmental Restoration Planners	8810
21102900	Social Workers, All Other	8810
21109300	Social and Human Service Assistants	8810
37301900	Grounds Maintenance Workers, All Other	5613
43405100	Customer Service Representatives	8810
43601100	Executive Secretaries and Executive Administrative Assistants	8810
43902100	Data Entry Keyers	8810
43906100	Office Clerks, General	8810
	Disaster Recovery Humanitarian Worker	8810
45209100	Agricultural Equipment Operators	6217
47101100	First-Line Supervisors of Construction Trades and Extraction Workers	5606
47203102	Rough Carpenters	5403
47206100	Construction Laborers	5613
	Hurricane Recovery Laborer	5613
47214100	Painters, Construction and Maintenance	5474
47301200	Helpers-Carpenters	5403
47405100	Highway Maintenance Workers	5606
47409900	Construction and Related Workers, All Other	5613
49304200	Mobile Heavy Equipment Mechanics, Except Engines	6217
49904300	Maintenance Workers, Machinery	3724
49907100	Maintenance and Repair Workers, General	9014
49909800	Helpers-Installation, Maintenance, and Repair Workers	9014
49909900	Installation, Maintenance, and Repair Workers, All Other	3724
53102100	First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand	5606
53303200	Heavy and Tractor-Trailer Truck Drivers	7219
53706200	Laborers and Freight, Stock, and Material Movers, Hand	7317F – Job Descriptions that involve Marine Freight Handling

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**SECTION D
DEPARTMENT VENDOR CORE CONTRACT**

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 19-RFP-014-WM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

DEO reserves the right to make modifications to its Vendor Core Contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO's Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation.

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**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list three separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) continuous years. Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two, clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

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**ATTACHMENT B
COST PROPOSAL
MANAGEMENT FEE**

The Contractor will charge DEO a percentage management fee based on the total cost of the employees' wages and benefits. The fee will include, but not be limited to Unemployment Insurance, Federal Insurance Contributions Act (FICA), Medicare, Workers' Compensation, etc. and the cost to administer the Contract.

ORIGINAL TERM _____%
(Percentage for the Initial Three Year Period)

OPTIONAL RENEWAL YEAR 1 _____%

OPTIONAL RENEWAL YEAR 2 _____%

OPTIONAL RENEWAL YEAR 3 _____%

GRAND TOTAL PERCENTAGE _____%
(Combine Original Term and all Renewal Years Percentages)

YEARLY AVERAGE PERCENTAGE _____%
(Grand Total Percentage Divided by Six (6))

NOTE: The maximum available points (10 points in total) will be awarded to the Respondent with the lowest yearly average percentage. The remaining proposals from all other Respondents will be awarded a pro rata portion of points based on the cost formula:

$$(A/B = C) \times M = P$$

A = Lowest responsive Cost Proposal

B = Actual responsive Cost Proposal for each of the other Respondents

C = Pro rata portion (percentage) assigned for each of the other Respondents

M = Maximum Points Available for the Cost Proposal (= 10 points)

P = Points Awarded to each of the other Respondents

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

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ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five days after such conviction.
- 5) For any employee who is so convicted, impose a sanction on the employee or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT D
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes, in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm and state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

_____	_____
_____	_____

The following persons have sought to influence DEO in this procurement on behalf of the Respondent:

_____	_____
_____	_____

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

Respondent Name: _____ **Date:** _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

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ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Economic Opportunity cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when the contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of the contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract/subcontract by any federal department or agency.

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2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 any agency, 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.

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. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose 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 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.

***Authorized Representatives Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT H
EVALUATION OF PAST PERFORMANCE**

Respondent's Name _____

Respondent's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of DEO:

1. Briefly describe the work the contractor performed for your company.

2. How well did the contractor adhere to the agreed upon schedule?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.5 points; Fair = 1 point; Poor = .5 points.

3. How would you rate the contractor's quality of work?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.5 points; Fair = 1 point; Poor = .5 points.

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.5 points; Fair = 1 point; Poor = .5 points.

5. How would you rate the contractor's use of appropriate equipment and methods?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.53 points; Fair = 1 point; Poor = .5 points.

Score _____

Reference's Signature _____ Date _____

**ATTACHMENT I
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
A. Technical Response Submittal	80
1. Administration and Management	25
<ul style="list-style-type: none"> • Does the proposal include the company profile to show years in business and experience? • How well does the proposal demonstrate the organizational structure? • How well does the proposal demonstrate the Respondent’s management style? • How well does the proposal demonstrate the Respondent’s ability to maintain schedules? • How well does the proposal demonstrate the Respondent’s ability to coordinate and communicate with the LWDBs? 	
2. Technical Approach	25
<ul style="list-style-type: none"> • How well does the proposal demonstrate the Respondent’s overall capabilities to accomplish the services requested? • How well does the proposal demonstrate the Respondent’s approaches for accomplishing the services requested? • How well does the proposal demonstrate any safety concerns and how it will address those issues? 	
4. Identification of Key Personnel	20
<ul style="list-style-type: none"> • Does the proposal provide names of key personnel? • Does the proposal provide resumes for proposed individuals? • Does the proposal provide a description of the functions and responsibilities of each key person relative to the tasks to be performed? • Does the proposal demonstrate the approximate percent of time to be devoted exclusively for this project and to the assigned tasks? • Does the proposal provide any terms and/or restrictions placed on employees? • Does the proposal demonstrate how the Respondent will fill any anticipated vacant positions under the Contract? 	
5. Responsible Office	10
How well does the proposal demonstrate the office assigned responsibility for the work identified herein?	
B. Past Performance References	10
C. Cost Proposal	10
D. Total Possible Points for the Response Submittal	100 Points

NOTE: The maximum available points (10 points in total) for the Cost Proposal Submittal will be awarded to the Respondent with the lowest responsive Cost Proposal. The remaining proposals from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

$$(A/B = C) \times M = P$$

A = Lowest responsive Cost Proposal

B = Actual responsive Cost Proposal for each of the other Respondents

C = Pro rata portion (percentage) assigned for each of the other Respondents

M = Maximum Points Available for the Cost Proposal (= 10 points)

P = Points Awarded to each of the other Respondents

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT J
TECHNICAL QUESTIONS SUBMITTAL FORM**

Respondents shall complete this form based on their questions relating to this RFP. The completed form shall be submitted in accordance with the instructions provided in B.9. The electronic response must be submitted as a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name: _____

Respondent Question Number*	RFP Page Number, Section Number, Subsection Reference*	Question*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add rows as necessary.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT K
PROPOSAL PACKAGE CHECKLIST**

To ensure that your proposal package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its proposal, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the proposal has met all other requirements of the solicitation.

Check off each of the following:

___ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original proposal.

If Respondents submit a proposal as a joint venture, then each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

___ 2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the proposal.

___ 3. The Cost Proposal (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the proposal. The authorized representative must have the authority to bind the Respondent.

___ 4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original proposal, if applicable.

___ 5. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.

___ 6. The Respondent's proposal addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

___ 7. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

___ 8. The www.myflorida.com website has been checked and any Addendums posted have been reviewed.

___ 9. The original proposal must be received, at the location specified, prior to the Proposal Opening Date and Time designated in the Request for Proposal Document.

___ 10. The Respondent shall submit one (1) signed original Technical Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

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- ___11. The Respondent shall submit one (1) signed original Cost Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Proposal (on compact disc). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.
- ___12. If Respondent considers any portion of its proposal to be confidential, the Respondent shall submit one electronic, signed, redacted copy of the proposal titled "Redacted Copy" on compact disc.
- ___13. On the lower left hand corner of the envelope transmitting your original proposal, write in the following information:

Solicitation Number: **19-RFP-014-WM**

Title: **Workforce Ongoing Temporary Staffing**

Proposal Opening Date & Time: **October 03, 2019 at 3:00 PM EST**