



**REQUEST FOR QUOTE
FOR
Computer Hardware Sales**

RFQ NUMBER COMP-0330

**ISSUE DATE:
November 26, 2018**

**PROPOSAL SUBMISSION DEADLINE:
December 6, 2018**

**CareerSource Central Florida
Administrative Offices
390 North Orange Avenue, Suite 700
Orlando, Florida 32801**

1.0 PURPOSE

The purpose of this Request for Quote (RFQ) is to solicit quotations from qualified companies interested in supplying computer hardware (laptops, access points, servers, and/or network switches) sales and service for Central Florida Regional Workforce Development Board, Inc. dba CareerSource Central Florida.

2.0 BACKGROUND

Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida (CSCF) is a Florida not-for-profit corporation that serves as one of 24 regional workforce boards in the State of Florida. CSCF serves Lake, Orange, Osceola, Seminole and Sumter counties. These five counties, which comprise a local workforce investment area under Florida's Workforce Innovation Act of 2000, entered into an Inter-local Agreement, effective February 18, 2003, under which CSCF was designated as "the administrative entity and fiscal agent for all programs promulgated" under the Workforce Investment Act of 1998 and Florida's Workforce Innovation Act of 2000. CSCF is also organized as a charitable **tax-exempt** entity under section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

CSCF is not a state agency and is exempt from chapters 120 and 287, Florida Statutes, however, it must follow the procurement and expenditure procedures required by federal law for the expenditure of federal-grant funds, including those set forth in 29 C.F.R. §§ 95.40-48.

3.0 QUALIFICATIONS

In order to be considered for the project described in this RFQ, CSCF requires that interested respondents must meet the following qualification requirements:

- a) **Organization Experience** – Companies must demonstrate experience in the sale of the specific Computer Hardware they are offering for sale and/or lease in response to this RFQ.
- b) **Experience and Capabilities** – The selected respondent shall be fully capable and experienced in ***computer hardware sales and service*** for specific items proposer is offering for sale and/or lease in response to this RFQ. The respondent must have a minimum of ***two (2) years*** of experience.
- c) Proposer may provide written letters of reference. The proposer must provide a minimum of ***two (2)*** reference accounts for similar computer hardware proposer has supplied to other customers within the last ***two (2)*** years.

4.0 SCOPE OF WORK

The scope of this project is to acquire computer hardware for CSCF use through either a purchase and/ or lease option. For lease option contemplated under this RFQ, please provide quote for a term of five (5) years. The computer hardware must meet the specifications of equipment items listing with desired quantities as detailed herein by category. Separate categories split the requested items based on the type of device as follows: (A) laptops, (B) access points, (C) servers, and/or (D) network switches. Proposers may bid on any of the category items hereunder, but not on individual items within each category. Refer to Exhibit A for specific items and desired quantities under this RFQ. The offered solution must meet the Exhibit A specifications and/or better and be ready for use out of the box.

If Proposer is unable to bid on a particular category, please respond in writing that you are entering a “no bid” for these items.

If the offered items are available under State of Florida contract, please reference the contract on the quote. Proposers may find qualifying contracts by using the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements

Please separate each quote accordingly with references to provide specific specification, including applicable delivery lead-times, sufficient to allow CSCF to evaluate the computer hardware you are offering. The respondent’s computer hardware quote should include the supply of equipment, and warranty listed in this proposal. For warranty contemplated under this RFQ, please provide quote for equipment covered by a 1-year warranty. The hardware must be reliable and able to support technology needs of CSCF staff. The hardware should be the latest computer technology in order to provide the maximum quality achievable by technology currently available on the market. The respondent is responsible for all of the cables and accessories that is necessary for the hardware system’s function.

Shipping Locations:

All requested computer hardware must be dropped shipped to the following shipping location:

Osceola County
1392 East Vine Street
Kissimmee, Florida 34744

Price Stability: Contract prices and discounts shall be fixed at the time of contract approval by CSCF and respondent. In the event of price changes, replacement equipment shall be purchased at the lower of the contract or then current market price. In no case shall a price higher than contract price be paid for equipment offered.

CSCF reserves the right to modify the quantity, shipping locations, and configuration requirements. Pricing requested is for labor and materials anywhere in Florida. There is no reimbursement for travel expenditures incurred.

Please note that the respondent must document how they met the RFQ qualification as stated in section 3.0 **QUALIFICATIONS.**

5.0 INSTRUCTIONS TO RESPONDENTS

This RFQ is a solicitation and not an offer to contract. Interested parties desiring to provide quotes for services as described in this RFQ must submit responses to CSCF in the following manner:

- Inquiries regarding this RFQ should be submitted electronically to: publicresponse@careersourcecf.com. **Please type “INQUIRY – COMPUTER HARDWARE SALES” in the subject line.**
- Submit your quote electronically by attaching documents in PDF format in a version compatible to Acrobat PDF. Documents should be clearly marked with the respondent’s business name and address. **Please type “BID – COMPUTER HARDWARE SALES” in the subject line.**
- Quotes **must** be submitted via email no later than 5:00 PM (EST), on December 6, 2018. Quotes **must** be addressed to: Procurement@careersourcecf.com.

- To maintain integrity of the process, respondents must only submit questions and quote to the email address stated above. Respondents are not to copy or blind copy any other CSCF official, employee or board member. Violating these conditions may render a submitted quote disqualified and subject to no further review.
- Responses by telephone, or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any quote may be withdrawn until the date and time set above for final submission of quotes. Any quotes not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFQ, or until one or more of the quotes have been awarded. Preparation costs for responses to this RFQ are solely those of the respondent, and CSCF assumes no responsibility for any such costs.
- CSCF reserves the right to negotiate the terms outlined in the response. CSCF reserves the right to reject any and all quotes, and to waive any irregularities or informalities. Further, should CSCF accept any Alternates, such acceptance is made with right to accept them in any order or combination.

6.0 PROCUREMENT TIMELINE (Tentative dates)

Date	Activities/Events
11/26/2018	RFQ made available at 5 p.m. on the CSCF Internet: www.CareerSourceCentralFlorida.com
11/29/2018	<p>Final Clarifying/Technical questions concerning the RFQ must be received by 3:00 p.m. on November 29, 2018 via email at: publicresponse@careersourcecf.com</p> <p>Please type "INQUIRY – COMPUTER HARDWARE SALES" in the subject line.</p> <p>Response to all questions will be made available on the CSCF's website: www.CareerSourceCentralFlorida.com</p>
12/6/2018	Electronic RFQ responses are to be submitted in PDF format version compatible Acrobat PDF. Email containing quote must be received by 5:00 PM EST. Please type "BID – COMPUTER HARWARE SALES" in the subject line.
12/7/2018	Bids will be opened privately and Respondents will be notified as to successful bidder(s) by December 16, 2018.
12/21/2018	Negotiations & Vendor Agreement completed with awarding of agreement to allow for services effective date of December 21, 2018.

7.0 SIGNATURE

The quote shall be signed by a duly authorized individual or official of an organization. For quotes from organizations, the quote shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the respondent, and the name of the person who may be contacted during the period of quote evaluation if different from the signatory official.

8.0 FORMAT FOR PREPARING THE QUOTE

Quotes will be valid for ninety (90) days after quote submission date specified herein. If the event contract has not been awarded before the close of the ninety (90) day validity period, CSCF reserves the right to negotiate extensions to the quote validity date. Quote forms have been provided for submittal.

It is generally preferred that written material be single-spaced, except where there is a reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

Outline: All quotes must be assembled according to the following outline with all pages numbered in sequential order and must demonstrate understanding of the scope of work for this RFQ.

Cover letter - This will serve as the official letter of transmittal signed by an owner, officer or authorized agent of the firm, acknowledging and accepting the terms and conditions of this RFQ and tendering an offer to CSCF.

Attachment A - Cover Sheet

EXHIBIT A – Cost/ Price Quote Summary (MS-Excel Spreadsheet)

The Cost/ Price Quote Summary must be inclusive of all costs and must be submitted using **EXHIBIT A** format. Proposers shall supplement Cost/ Price Quote Summary with itemized pricing detailing including specification, part number etc. for offered computer hardware solutions, as well as, information detailing the specifics of the offered warranty services.

ATTACHMENT B - Relationship Disclosure Form

ATTACHMENT C - Vendor General Provisions, Certifications and Assurances

ATTACHMENTS A, B and C must be signed and submitted with quote.

No quote will be considered that is not:

- a) Complete - If sections or mandated attachments are missing, the quote will not be considered.
- b) Compatible - The quote must be compatible with the goals and objectives of this request.

NARRATIVE

Proposers shall provide as part of narrative written responses for all statements under section 3.0 **QUALIFICATIONS.**

Each page of the quote should be numbered sequentially at the bottom of the page. The Cover Letter, and Attachments A, B and C are not numbered. Each quote is limited to eight (8) pages (excluding Cover Letter and Attachments A, B and C and Exhibits) and should be prepared simply and economically, providing a straightforward response to this RFQ.

9.0 QUOTE REVIEW AND CONTRACT AMOUNT

CSCF will award the contract based on what is in the best interests of CSCF. The contract will be awarded based on offers received considering price, experience, and negotiation of such contract with the successful respondent. The assessment of experience will take into account such factors as understanding of the services needed, demonstrated skills, experience and ability to provide high quality service on time, and experience with local, state and/or federal workforce programs. The assessment of price will take into account that rates are reasonable in relation to the services provided; detailed; and that assumptions by the respondent regarding calculation of the fees are relevant. Each offer should, therefore, be submitted in the most favorable terms from a price and technical standpoint.

Final award of a contract will be contingent upon:

- Successful negotiation of a contract.
- Acceptance by the respondent of the contract terms and conditions.

10.0 EVALUATION CRITERIA

CSCF reserves the right to reject any or all quotations or to waive any specific technicalities or formalities in order to accept any proposals deemed to be in the best interest of CSCF.

The following criteria will form the basis upon which CSCF will evaluate quotations. Quotations that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

<i>Criteria</i>	<i>Points</i>
Presentation <ul style="list-style-type: none">• Adherence to quote format	10
Cost/Price (Price Sheet) <ul style="list-style-type: none">• Total Purchase Price (including 1 year warranty services)• Annual Lease rate good for the 5 years covered by contract	80
Scope of Work <ul style="list-style-type: none">• Quality of product, warranty and service	5
Experience and Qualification of Respondent <ul style="list-style-type: none">• Bidder reputation and ability to provide required equipment and services• References	5
M/W/VET/LSBE Status	5
Total	105

11.0 CONDITIONS AND LIMITATIONS OF THIS RFQ

The following conditions are applicable to all quotes:

This RFQ does not commit or obligate CSCF to award a contract, to commit any funds identified in this RFQ document, to pay any costs incurred in the preparation or presentation of a quote to this RFQ, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

CSCF reserves the right to reject any and all quotes in whole or in part, to waive any informalities or irregularities in the quotes received, and to accept any quote that is deemed most favorable to CSCF at the time and under the conditions stipulated in the specifications of this request.

Non-conforming quotes will be considered non-responsive and CSCF reserves the right to waive informalities and minor irregularities in quotes received. CSCF reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions.

All quotes are subject to negotiation by CSCF.

CSCF reserves the right to retain all quotes submitted and to use any ideas in a quote regardless of whether that quote is selected. Submission of a quote indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the quote submitted and confirmed in the contract between CSCF and the individual or firm selected.

CSCF may require the selected respondent to participate in negotiations and to submit price, technical, or other revisions of their quotes in writing which may result from negotiations.

12.0 Important Notice to All Respondents:

CSCF is funded entirely by federal grants. Accordingly, all sums due and payable by CSCF are subject to ongoing congressional appropriation and actual funding from the U.S. Department of Labor, the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, and the Florida Department of Economic Opportunity.

13.0 MINORITY/WOMEN/VETERAN BUSINESS/LABOR SURPLUS ENTERPRISES

Respondents that qualify as minority-owned, women-owned, veteran-owned or labor surplus enterprises under a federal, state or local government or public authority certification process (M/W/VET/LSBE) are encouraged to submit quotes and to identify themselves as M/W/VET/LSBE respondents. Any VENDOR or firm wishing to be considered as such must provide evidence of certified M/W/VET/LSBE status (such as a copy of the certification letter, etc.).

14.0 APPLICABILITY OF SUNSHINE LAWS

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CSCF) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the Florida State Constitution). The respondents acknowledge that CSCF is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the respondents under this RFQ, as well as certain meetings and other communications, are subject to such laws.

15.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

All Respondents have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing within three business days after the date of the notification of intent to award to selected VENDORS to the President/ CEO of CSCF. The appeal must state the specific reason for the appeal and must be based on one or more of the following criteria:

- A clear and substantial error or misstated facts by the rating team upon which the decision was made.
- Unfair competition or conflict of interest in the decision-making process.
- Any illegal or improper act or omission in connection with the solicitation or selection of the Respondent.
- Other grounds that may substantially alter CSCF's award decision.

The CSCF President/CEO will review the appeal and respond within ten days after receipt of the letter from the aggrieved Respondent. Failure to file a protest within three business days after the date of notification of intent to award the agreement will constitute a waiver of the Respondent's right to appeal.

End of Page

Cover Sheet

Name of respondent: :
Business Address:
Phone:
Fax:
Years in Business:
DUNS Number: _____ FEIN Number: _____
Name, title and contact information of person authorized to answer any questions about the quote, negotiate the contract terms and contractually bind the respondent: Name and Title: _____ Phone: () _____ Fax: () _____ Email: _____
I do hereby certify that this quote is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP/RFQ by tendering an offer to CareerSource Central Florida; that all the information is complete and accurate, and that this quote represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the quote have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a quote for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the quote.

Signature of Authorized Representative

Date

Printed Name and Title

Relationship Disclosure Form

Relationship Disclosure Form

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President & CEO of CareerSource Central Florida; (ii) CareerSource Central Florida's current board of directors; and (iii) an employee of CareerSource Central Florida. A listing of CareerSource Central Florida's current board may be found here:

<http://careersourcecentralflorida.com/about/board-committee-information/board-directors>

QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any CareerSource Central Florida staff or board member.

In particular, Respondents must disclose whether any of the following relationships exist: (1) Respondent is a relative of a CareerSource Central Florida staff or board member; (2) a CareerSource Central Florida board member is an employee of Respondent; (3) Respondent is an employee of CareerSource Central Florida; or (4) Respondent is a business associate of any CareerSource Central Florida board member.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Respondent means the individual(s) or firm making any quote pursuant to this RFQ (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).

Business associate means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a CareerSource Central Florida staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, Vendor, consultant, service provider, officer, director or shareholder (excluding shares traded on a regulated national or regional securities exchange).

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

Relative means an individual who is related to a CareerSource Central Florida staff or board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild,

great-grandchild, step-grandparent, step-great-grandparent, step-grandchild, step-great-grandchild, person who is engaged to be married to a CareerSource Central Florida Principal or who otherwise holds himself or herself out as or is generally known as the person whom a CareerSource Central Florida Principal intends to marry or with whom the CareerSource Central Florida Principal intends to form a household, or any other natural person having the same legal residence as the CareerSource Central Florida Principal. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes until a Vendor is selected.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Executive Committee and the President & CEO of CareerSource Central Florida.

-END OF PAGE-

RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Respondent. In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by CareerSource Central Florida.

Part I

INFORMATION ON RESPONDENT:

Legal Name of Respondent: _____

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone () _____

Facsimile () _____

Part II

IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?

___ YES ___ NO

IS ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL AN EMPLOYEE OF RESPONDENT?

___ YES ___ NO

IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?

___ YES ___ NO

IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship: _____

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Central Florida awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ Date: _____

Signature of Respondent

Print name, title of person, and organization name of individual completing this form:

VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida will not award a contract where Vendor has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Cost Reimbursement Agreement, Vendor hereby certifies and assures that it will fully comply with the following:

By signing the Agreement, Vendor is providing the assurances and certifications as detailed below:

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Vendor certifies to the best of its knowledge and belief, that it and its principals are: not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Vendor certifies, to the best of his or her knowledge & 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 an 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 employees of Congress, or 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.

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, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Vendor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

VI. PROVISION AGAINST ASSIGNMENT

Vendor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Vendor from this modified agreement.

VII. DAVIS-BACON ACT

Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Vendor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

IX. AMERICANS WITH DISABILITIES ACT

Vendor will comply with the American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendor and Subvendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/Subvendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Vendor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

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

XIV. ENVIRONMENTAL STANDARDS

Vendor will comply with environmental standards which may be prescribed pursuant to the following; (a) institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d)

evaluation of flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.) (f) conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

XV. INTEGRITY

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Vendors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

XVII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

XIX. COMPLIANCE WITH TANF

Vendor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXI. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. THE PRO-CHILDREN ACT

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

XXIII. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any

other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/ Business Name

Date

End of Page