



**INVITATION TO BID
FOR
GENERAL CONSTRUCTION CONTRACT**

ITB NUMBER FIN FAC 0248

ISSUE DATE:

September 7, 2018

SUBMISSION DEADLINE:

September 27, 2018

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

A. Introduction

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE CENTRAL FLORIDA (also referred to as Owner) is soliciting a request for bids on a General Construction Contract, including Architectural, Mechanical, and Electrical work, for the renovations to 6,000+/- SF at 9909 U.S. Highway 441, Building M #29, Leesburg, FL 34788. The anticipated commencement date is October 1, 2018.

B. Background

CareerSource Central Florida is one of 24 workforce boards in Florida working to implement the strategic vision outlined within the Workforce Innovation and Opportunity Act (WIOA), which is focused on developing a business-first, intentional, and coordinated workforce development system that is inclusive of community and mandatory partners. CareerSource Central Florida is designated as the local workforce development board, which includes Lake, Orange, Osceola, Seminole, and Sumter counties.

C. Architect & Drawings

The Owner has contracted the services of an Architect for this project namely, BHM ARCHITECTURE, INC. Any references to Architect throughout are intended to mean BHM ARCHITECTURE, INC. This project is identified as PROJECT NUMBER 2017.046.

Drawings, as prepared by Architect, contain the required contract firms. Complete Contract documents have been provided on Owner website in .pdf format. Partial Sets of Drawings or Specifications are not available.

D. Instruction to Bidders – Section 00100

To be considered, Bids shall be made in accord with these Instructions to Bidders:

1. COPIES OF BIDDING DOCUMENTS

- 1.1 Complete sets of Bidding Documents will be posted on Owner website in .pdf format. The Bidder is responsible for creating whatever hard copies deemed necessary to work with the documents to create their Bid.
- 1.2 Complete sets of Bidding documents shall be used in preparing Bids: Neither the Owner or the Architect assume any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents.
- 1.3 The Owner and architect in providing electronic copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must:
 - (a) Examine the Contract Documents thoroughly,
 - (b) Visit the Site to familiarize himself with local conditions that in any manner affect the cost, progress or performance of the Work,

- (c) Familiarize himself with Federal, State and Local laws, ordinances, rules, and regulations that may in any manner affect costs, progress or performance of the Work; and
 - (d) Study and carefully correlate Bidders observations with the Contract Documents.
- 2.2 On request Owner will provide each Bidder access to the Site to conduct such investigation and tests, as each Bidder deems necessary for submission of his Bid.
- 2.3 The property upon which the Work is to be performed is identified on the Drawings.
- 2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms, terminology and conditions for performance of the Work.

3. TERMINOLOGY

3.1 DEFINITION OF TERMS

Whenever in these Contract Documents the following terms (or pronouns which replace these terms) are used, their intent and meaning shall be interpreted as follows:

3.2 OWNER

The person in whom is vested the Ownership, dominion, or title of property, proprietor, who has a right to dispose of the property, of which as he pleases, add to, improve on, or even spoil and destroy. "Owner" is also the person who will be the tenant of the space under alternate legal Ownership and who will be in contract with the selected Bidder.

3.3 ARCHITECT

Any reference to "Architect" shall mean Architect or Engineer.

3.4 BIDDER

Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated.

3.5 CONTRACTOR

Any individual, firm, partnership or corporation entering into an agreement to perform the Work specified herein.

3.6 SURETY

The corporate body which is bound with and for the Contractor, which is primarily liable and which guarantees the faithful performance of the Agreement.

3.7 CONTRACT DOCUMENTS

Invitation to Bid, Instruction to Bidders, AIA Document A201 2017 Edition, General Conditions of the Contract for Construction, Addenda issued prior to opening of Bids,

Technical Specifications and Drawings, all are considered as contract documents, and shall apply to all General Contractors, Sub-Contractors, all trades furnishing labor, materials and equipment, supplies and services for the completion of this Project.

3.8 ADDENDA

Any Addenda issued by the Owner prior to the opening of Bids for the purpose of changing the intent of the Conditions, specifications and drawings, or clarifying the meaning of the same, shall be binding in the same way as if written in the conditions, specifications and shown on the Drawings. All Addenda are available to Bidders on Owner website, and it is each Bidder's responsibility to check Owner website and immediately secure all addenda before submitting Bids.

3.9 UNIT PRICE

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the proposed contract Documents.

3.10 BASE BID

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform all the Work as described in the Contract Documents.

3.11 ALTERNATE BID

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Contract Documents, is accepted.

3.12 DRAWINGS

The Drawings or reproduction thereof pertaining to the Work to be performed and which have been prepared or approved by the Architect.

3.13 SPECIFICATIONS

The Conditions of the Contract, Detailed Technical Specifications and such other descriptions of the Work as are set forth in any of the Contract Documents.

3.14 PROJECT REPRESENTATION

An authorized representative of the Architect/Engineer assigned to assist the Architect/Engineer in carrying out his responsibilities at the Project Site.

3.15 BID PROPOSAL

A bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Contract Documents.

3.16 AGREEMENT

"Agreement" shall mean the Document properly executed by all parties involved and entitled "Form of Agreement Between Contractor and Owner".

3.17 CONTRACT

Shall mean the Contract Documents as herein defined and listed in the Agreement.

4. DISQUALIFICATION OF BIDDERS

- 4.1 No Bidder shall submit more than one proposal, and reasonable grounds for believing that a Bidder is interested in more than one proposal for the same Work will cause rejection of all proposals in which such Bidder or Bidders are believed to be interested.
- 4.1.1. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Bidders and participants in such collusion will not be considered in future proposals for the same Work.

5. INTERPRETATION OF DOCUMENTS

- 5.1 No oral interpretation will be made to any Bidder as to the meaning of Drawings and Specifications or other contract Documents.
- 5.1.1 Every request for such interpretation shall be in writing. All inquiries regarding this ITB should be submitted electronically to: publicresponse@careersourcecf.com. **Please type "INQUIRY – GENERAL CONSTRUCTION CONTRACT" in the subject line.** Inquiries must be received by 2:00 p.m. on September 20, 2018.
- 5.1.2 Any and all such interpretation or supplemental instructions will be in the form of written addenda to the Drawings and Specifications, or other Contract Documents, which when issued will be posted on Owner webpage.
- 5.1.3 Each Bidder shall ascertain prior to submitting his Bid that he has received all addenda issued and he shall acknowledge their receipt in his Bid.
- 5.1.4 All addenda so issued shall become part of the Contract Documents.
- 5.1.5 Failure of any Bidder to receive any Addenda, Interpretation or Instruction shall not relieve Bidder from any obligation under his Bid as submitted.
- 5.1.6 The Owner or the Architect will not be responsible for any other explanation or interpretation of the Contract Documents.

6. BIDDING ERRORS OR OMISSIONS

- 6.1 Neither the Owner or Architect will assume any responsibility for Bidding errors and omissions caused by failure of Bidder or any of his Subcontract Bidders to fully comply with these requirements.

7. EXAMINATION OF SITE

- 7.1 Each Bidder shall visit the Site of the Proposed Project and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution of the Construction of all as Work under this contract.
- 7.1.1 They shall also determine and judge for themselves as to the location and character of existing utility connections, as well as transportation facilities required before and during

the work, General Conditions, and all other matters that may affect the cost and the time of completion of the Project.

8. FAMILIARITY WITH LAWS

- 8.1 The Bidder is required to be familiar with all Federal, state and Local Laws, Ordinances, rules, and regulations that in any manner affect the Work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

9. TAXES: STATE AND FEDERAL

- 9.1 Any Contractor, sub-Contractor or Material supplier who purchases or supplies materials which will be used in the Construction of the building, will not be exempted from taxes of any type, and shall include as part of his Bid all applicable taxes on these materials.
- 9.1.1. The Bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State Sales, Use Taxes and applicable Federal Excise Taxes on these materials, but excluding the cost of those taxes and permits not applicable.

10. PERMITS

- 10.1 For the purpose of this Contract, permits will be identified as follows:
- 10.1.1 Building Permit: A general Permit for the inspection of the entire Project covering all parts of the building and structures for the inspection thereof.
- 10.1.2 Electrical Permit: A special trade permit specifically for the inspection of the electrical systems and fixtures of the building or facilities.
- 10.1.3 Mechanical Permit: A special trade permit specifically for the inspection of the electrical systems and fixtures of the building or facilities.
- 10.1.4 Other Internal Systems Permits: any special trade permit for inspection of a specific building system.
- 10.1.5 Connection Permits or Fees: Any permit of fees for connection of a building system such as, but not limited to, the sewerage, plumbing system, storm drainage system and electrical system to an external system.
- 10.1.6 Each Contractor shall determine the permits and fees required by any local city or county having jurisdiction over the Project and shall include the cost of all such permits and fees in their Bid Proposals. Permit Application shall be submitted to: Jeff Gerling: jeff@alpha-inspections.net in digitally signed and sealed format. Permit application has been supplied with these bid documents. Additional permit application may be required for the City of Leesburg.
- 10.1.7 In case of electrical impact fee and permits, the contractor is obligated to obtain such impact fees and permit costs where connecting to a public owned utility system for the Owner. All of these impact, permit and connection fees are to be included in Bid Proposal as stated above.

- 10.1.8 Bidders are to include procedures and necessary descriptive submittal information required by to obtain an Early Start Permit if requested by the Owner.

11. EQUIVALENT MATERIALS AND SUBSTITUTIONS

- 11.1 In naming certain Manufacturers, Fabricators, Suppliers or Distributors for a particular item or items is intended to establish the type, quality and function that is required and shall not be construed as limiting competition.
- 11.1.1 The specified products have been used in preparing the Drawings and Technical specifications, based on sizes, loads and requirements of these specific items of materials and equipment and is the basis for Bidding this Project. Therefore, all substitutions shall be in accordance with the following provisions.
- 11.1.2 The Architect will make the final determination as to equality of a proposed substitution of materials or equipment. No substitution shall be made without the Architect's written approval.
- 11.1.3 The use of terms "Approved Equal to", and "Or Equal" shall be understood to mean that a product or method may be used in lieu of that specified only after approval has been secured in writing from the Architect.

12. BID FORMS

- 12.1 Attention is directed to the fact that this Invitation includes a copy of the Bid Form.
- 12.1.1 This is for the information and convenience of Bidders and is not to be detached from this invitation, or filled out or executed. Separate duplicate copies of the Bid Form are to be submitted by the Bidder for that purpose as set forth below.
- 12.1.2 Each Bidder shall copy the proposal form on his own letterhead, indicate his bid prices thereon in proper spaces for the entire work, for alternates and for each item listed on the Bid Form. Proposals containing any conditions, omissions, alterations, items not called for or irregularities of any kind may be rejected by the Owner.
- (a) State prices, typewritten, both in words and numerals.
- 12.1.3 Each Bid must give the full business address of the Bidder and state whether he is an individual, corporation or partnership.
- 12.1.4 Proposals by partnership shall show the names of all partners and must be signed in the partnership name by one of the partners. The partnership signature shall be followed by the manual signature of the partner signing.
- 12.1.5 In every case, the name of the person signing and his designation shall be typed or printed below his signature. A person who affixes to his signature the word "President", "Secretary", "Agent" or other designation, without disclosing his title may be held to be individually responsible for such bid. Satisfactory evidence of the authority of an officer, agent, attorney or other person signing for a partnership or an individual shall be furnished.

12.1.6 The bid proposal shall bear the Contractor Certification Number issued to the Bidder by the Florida Construction Industry’s Licensing Board in compliance with Chapter 468, Part 2, Licensing of Construction Industry, Florida Statutes. If, by omission, the proposal does not bear the certification number, it must be submitted within twenty-four (24) hours of the time of bid opening of the bid proposal to be considered.

13. BONDS

13.1 **Performance Bond and Labor and Material Bond:** Construction bond in the amount of 100% of the Contract Amount is required. Cost of Bond shall be included as part of the Bidder’s Base Bid.

13.2 **Bid Guarantee:** Bids shall be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid, which shall be in the form of a Bid Bond made payable to the Owner. The Bid bond must be signed by a Florida Licensed Resident Agent who holds a current Power of attorney from the Surety Company issuing the Bond.

14. SURETY COMPANIES ACCEPTABLE

14.1 To be acceptable as Surety for performance and Payment Bonds a Surety Company shall comply with the following provisions:

14.1.1. The Surety Company must be admitted to do business in the State of Florida.

14.1.2 The Surety Company shall have at least the following minimum ratings:

(a) FINANCIAL SIZE CATEGORY

Class I	\$	250,000 or less
Class II		250,000 to 500,000
Class III		500,000 to 750,000
Class IV		750,000 to 1,000,000
Class V		1,000,000 to 1,500,000
Class VI		1,500,000 to 2,500,000
Class VII		2,500,000 to 3,750,000
Class VIII		3,750,000 to 5,000,000
Class IX		5,000,000 to 7,500,000
Class X		7,500,000 to 12,500,000

(b) Best’s Policy Holder’s Rating of “A” (which signifies “excellent” based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the Insurance Commissioner if not rated by Best’s.

14.1.3 The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders.

14.1.4 Any risk or portion of any risk which shall have been reinsured (in which case these minimum requirements contained herein also apply to the reinsuring carrier) in assuming insurer authorized or approved by the insurance Commissioner to do such business in this State shall be deducted in determining the limitation of risk prescribed in this section.

14.1.5 In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the surety and for the protection of the surety.

15. BIDDER REPRESENTATION

15.1 Bidders shall carefully study and compare the Contract Documents and shall report to the Owner any error, inconsistency or discrepancies between Drawings and Specifications he may discover.

15.1.1 Upon receipt of notice of any error, inconsistency or discrepancies, the Owner will issue an addendum via Owner website clarifying, provided such notification is received by 2:00 p.m. September 20, 2018 by emailing publicresponse@careersourcecf.com. **Please type "INQUIRY – GENERAL CONSTRUCTION CONTRACT" in the subject line.** If Contractor does not acknowledge receipt of Addenda in bid submittal his Bid will be rejected.

15.1.2 Each Bidder by signing his Bid represents that he fully understands the Contract Documents and Addenda (if any) for this Project and; He will instruct and require each Sub-Contractor and Material Supplier to be fully informed and bound to all Conditions including AIA General Conditions, insofar as applicable to each separate part shown on the Drawings or Specifications for this Project.

16. TIME OF COMPLETION

16.1 Bidder is to propose schedule for completion of project. Note: The Owner aspires to have construction complete by December 31, 2018.

17. METHOD OF BIDDING

17.1 General Contract Bidders may withdraw any Bid prior to the scheduled or extended item of Bid opening.

17.1.1 Any Bid received after the authorized time and date, scheduled or extended, will not be considered.

17.1.2 No Bidder will be allowed to withdraw his Proposal Bid during the sixty (60) days after opening of Bids.

17.1.3 A Single Lump Sum General Contract Bid shall be submitted for all of the Work shown or called for in all of the Contract Documents. Preparatory work is required for this Project.

17.1.4. Stipulate all amounts to be added to or deducted from Base Bid as listed on the sample Proposal Form.

17.2 The Owner reserves the right to add any alternate, any separate bid item or to delete one or more alternates or separate bid items listed on the Bid Form, take one alternate of bid items over the other regardless of listed order, or to add or deduct more than one alternate or bid item; if it is in their interest.

17.2.1 The Owner further reserves the right to add back by Change Order to the Contract within thirty (30) calendar days of Contract award any bid item or alternate that was deducted at time of award, at the same cost shown on the Bid Form as deductive or additive.

18. METHOD OF AWARD

18.1 The award of the contract, if it is awarded, will be to the responsible Bidder whose qualifications indicate to the Owner that the award will be in the best interest of the Project and whose proposal shall comply with the requirements of Contract Documents.

18.2 In no case will the award be made until necessary investigations have been made to determine the qualifications of Bidders.

18.3 The General Contract Bidder is specifically advised that any person, firm or material suppliers to whom General contractor propose to award a Subcontract under this Contract must be acceptable to the Owner and the Architect.

18.4 Owner's general provisions, certifications and assurances will be incorporated as the governing terms and conditions for any resulting contract executed.

19. EXECUTION OF THE AGREEMENT

19.1 The Individual, Firm or Corporation to which the Contract has been awarded shall sign the Agreement entering into Contract with the Owner, and return it to the Owner within five (5) days, after receipt of AGREEMENT.

19.2 No contract shall be considered binding upon the Owner until it has been properly executed, The Agreement shall be executed on AIA Form A101, dated 2017, titled "Standard Form of Agreement between Owner and Contractor" with AIA Form A201 General Conditions to the Contract for Construction as modified and, as may be indicated in the Supplementary Conditions.

20. PROGRESS PAYMENTS

20.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make monthly progress payments to the Contractor as provided in the Agreement. Five Percent (5%) retainage will be withheld from each progress payment until substantial completion is certified by the Architect.

21. NOTICE OF SPECIAL CONDITIONS

21.1 Insurance Requirements.

21.2 Labor and material payment and Performance Bonds.

22. SUPERINTENDENTS, WORKMEN AND COMMUNICATIONS

- 22.1 If, in the opinion of the Architect any workmen, tradesmen, mechanics or superintendents employed by General Contractor or his Sub-Contractor is not qualified to direct workmen or perform work equal and considered as first class quality for the area, or any personnel using vulgar profanity, and do not conduct themselves in proper manner, shall be immediately replaced by the General Contractor upon written notice from Architect, without any additional cost to the Owner.
- 22.2 All communications from Sub-Contractors shall be directed to General Contractor and not the Architect, Architect will not acknowledge any questions or correspondence from anyone other than the General Contractor.

END OF SECTION 00100

E. Additional Directions for Submitting Bids

This ITB is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for services as described in this ITB must submit responses to CareerSource Central Florida in the following manner:

- Submitted bids shall adhere to specification stated within **D. INSTRUCTION TO BIDDERS - Section 00100**
- Submit your proposal electronically by attaching documents in PDF format in version compatible to Acrobat PDF. Documents should be clearly marked with the respondent's business name and address.
- All Bids shall be on a lump sum basis; segregated Bids will not be accepted.
- **Please type "BID - GENERAL CONSTRUCTION CONTRACT" in the subject line.**
- Proposals **must** be submitted via email no later than 2:00 PM (EST), on September 27, 2018. Proposals **must** be addressed to: Procurement@careersourcecf.com.
- To maintain integrity of the process, proposers must only submit their questions and proposal to email addresses stated above. Proposers are not to copy or blind copy any other CareerSource Central Florida official, employee or Board member. Violating these conditions may render a submitted proposal 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.
- Preparation costs for responses to this ITB are solely those of the respondent, and CareerSource Central Florida nor Architect assumes no responsibility for any of such costs.
- Apparent successful Bidder, upon request of Owners or Architect shall furnish within five (5) days of Bid Opening a complete cost breakdown for Owner's review.

F. Procurement Timeline (Tentative dates)

Date	Activities/Events
09/07/2018	ITB to be made available on the CareerSource Central Florida Website: www.CareerSourceCentralFlorida.com
09/20/2018	<p>Final Clarifying/Technical questions concerning the ITB must be received by 2:00 p.m. on September 20, 2018 via email at: publicresponse@careersourcecef.com. Please type "INQUIRY – GENERAL CONSTRUCTION CONTRACT" in the subject line.</p> <p>Response to all questions will be made available on CareerSource Central Florida's website: www.CareerSourceCentralFlorida.com</p>
09/27/2018	Electronic ITB responses are to be submitted in PDF format version compatible Acrobat PDF. Email containing proposal must be received by 2:00 PM EST.
09/28/2018	Bids will be opened privately and proposers will be notified as to successful bidder
10/01/2018	Negotiations with awarding of contract to allow for services effective during 1 st week of October, 2018.

G. Signature

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

H. Format for Preparing the Proposal

Proposals in response to this ITB shall adhere to format outlined below:

Proposal: All proposals must be complete and signed using the provided bid forms described below. CareerSource Central Florida will not return proposals to proposers. All proposals become the property of CareerSource Central Florida and will be a matter of public record, subject to the provisions of chapter 119, Florida Statutes.

Attachment "A-1" – Proposal form consist of the following documents.

- Part 1 - COVER SHEET
- Part 2 - SECTION 00310 - BID FORMS FOR LUMP SUM CONTRACT

Attachment "B-1" - Relationship Disclosure Form

Attachment "C-1" - Vendor General Provisions, Certifications and Assurances

Provided Attachments "A-1", "B-1" and "C-1" must be completed and submitted.

Attachment “D-1” - Bidders shall provide name and contact information for references who are familiar with bidders past work as general contractor on similar project for which this ITB is issued. Bidders shall provide list or other descriptive information as evidence of other like-kind past renovation projects successfully completed within the last three years.

No proposal will be considered that is not:

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

I. Evaluation Criteria

All complete proposals will be evaluated according to the guidelines set forth in this ITB. All bids will be evaluated based on responsiveness to this ITB.

Negotiations will be started with the bidder(s) whose proposal(s) has been judged most appropriate with regard to all factors, including product quality, cost, and lease-factor ratio. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered. Quality, warranty, and support are other very important considerations. An established history of past satisfactory experience in doing business in Florida, as confirmed by positive evaluations by references, for similar renovations projects completed.

The following criteria will form the basis upon which CareerSource Central Florida will evaluate proposals. Proposals that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

Criteria	Points
1. Submitted bid structured per ITB using required Bid forms - Addenda receipt acknowledged, if applicable (may result in bid rejection) - All required Attachments (A-1, B-1 and C-1) submitted	40
2. Cost/Price Proposal	40
3. Bidder has provide name and contact information for references; favorable responses were obtained. Evidence provided of past like-kind renovation projects successfully completed.	15
4. Minority-owned, Women-owned, Veteran-owned, and Labor Surplus Area-designated enterprises.	5
TOTAL	100

J. Conditions and limitations of this RFP

The following conditions are applicable to all proposals:

This ITB does not commit or obligate CareerSource Central Florida to award a contract, to commit any funds identified in this ITB document, to pay any costs incurred in the preparation or presentation of a

proposal to this ITB, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

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

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

All proposals are subject to negotiation by CareerSource Central Florida.

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

CareerSource Central Florida may require the selected proposer to participate in negotiations, and to submit price, technical, or other revisions for the proposals in writing, which may result from negotiations.

K. Important Notice to All Respondents

CareerSource Central Florida is funded entirely by Federal grants. Accordingly, all sums due and payable by CareerSource Central Florida 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.

L. Minority/Women/Veteran Business Enterprises/Labor Surplus Designated Areas

Proposers that qualify as minority-owned, women-owned, veteran-owned enterprises or those operating within a labor surplus designated areas under a Federal, State or local government or public authority certification process (**M/W/VETBE/LSA**) are encouraged to submit proposals and to identify themselves as M/W/VETBE/LSA respondents. Any vendor or firm wishing to be considered as such must provide evidence of certified M/W/VETBE/LSA status (such as a copy of the certification letter, etc.).

M. Applicability of Sunshine Laws

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

N. Appeal Procedure for Procurement Actions

All proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing to the President/CEO within three business days after the date of notification of intent to award to selected vendors of CareerSource Central Florida Central Florida. Appeals must state the specific reason for 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 proposer.
- Other grounds that may substantially alter CareerSource Central Florida's award decision.

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

End of Page

ATTACHMENT "A-1" – Proposal

Part 1 – 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 proposal, negotiate the contract terms and contractually bind the respondent: Name and Title: _____ Phone: () _____ Fax: () _____ Email: _____
I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm acknowledges and accepts the terms and conditions of this ITB by tendering an offer to CareerSource Central Florida; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 60 days. I also certify that the fees in the proposal 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 proposal 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 proposal.

Signature of Authorized Representative

Date

Printed Name and Title

Part 2 – BID FORM FOR LUMP SUM CONTRACT - SECTION 00310

CONTRACT FOR GENERAL CONSTRUCTION
BID PROPOSAL FORM

BIDDER: _____
(Legal name)

PROJECT: CareerSource Central Florida Leesburg

(CONTRACTOR COPY THIS FORM ON YOUR LETTERHEAD)

PLACE _____

DATE _____

Proposal of _____ (hereinafter called Bidder)

(a _____ Corporation/A
state

Partnership/An Individual doing Business) _____

_____.

TO: _____

Ladies and Gentlemen:

CAREER SOURCE CENTRAL FLORIDA (CSCF) is soliciting a request for Bids on a General Construction Contract, including Architectural, Mechanical and Electrical work, for the renovations to 12,630+/- SF AT 9909 U.S. Highway 441 Building M #29, Leesburg, FL 34788.

Having examined the Drawings, specifications, Form of Owner-Contractor Agreement, and Related documents for the proposed work and informed (ourselves) (himself) fully and being familiar with all conditions surrounding the construction of the proposed Project including availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the Project in accordance with all Drawings Specifications and Related Documents, within the time and methods set forth herein, and at the prices stated below. These prices are to cover all expenses incurred and our overhead and profit incurred in performing the Work required under the aforesaid Documents, of which this proposal is a part.

The undersigned, hereinafter referred to as the "Bidder," declares that before preparing his bid, he visited the site, familiarized himself with all factors affecting the cost and construction and carefully examined the PLANS and SPECIFICATIONS for the General Construction Contract of CareerSource Central Florida, 390 N. Orange Avenue, Suite 700, Orlando, FL 32801, hereinafter referred to as the "Owner," as prepared by: BHM Architecture, Inc., 478 E. Altamonte Drive, Suite 109, PMB 264 Altamonte Springs, FL 32701.

Bidder hereby proposes to furnish all necessary labor, materials, tools and equipment, together with all other items of cost, including insurance, taxes and supervision, required for the General Construction of the **PROJECT** called for on the Drawings and as otherwise required for the SUM of:

BASE BID: \$ _____

ADD ALTERNATE 1 (CARPET): \$ _____

ADD ALTERNATE 2 (PLAM) \$ _____

*** BUILDERS RISK** \$ _____

*** LIABILITY INSURANCE** \$ _____

TOTAL BID \$ _____

(Print Total Amount) _____

Bidder acknowledges that Owner reserves the right to accept or reject this bid or any part thereof if Owner believes, in its sole discretion, that it would not be in the best interest of the Project to make an award to that Bidder or any other Bidder, whether because the Bid is not responsive or the Bidder is other pertinent standers or criteria established by Owner, or for any other reason, in Owner's sole discretion. Owner shall have the right to waive and Disregard technical errors, informalities or irregularities in a Bid received and to accept the Bid which, in Owner's judgment, is in the Owner's best interest.

CONTRACTOR AGREES TO REACH SUBSTANTIAL COMPLETION AND TEMPORARY CERTIFICATE OF OCCUPANCY WITHIN _____ DAYS.

The following Schedule of Values is to be submitted with the bids.

CareerSource Central Florida -Leesburg, Florida

Schedule of Values

Item #	Description	Value	
1	General conditions		
2	General scaffolding		
3	Security		
4	Selective Demolition		
5	Interior drywall partitions		
6	Remove, replace and add wood doors & HM frames & metal window frames, hardware		
7	Interior flooring and base		

8	Interior painting		
9	Interior grid and drywall ceilings		
10	HVAC		
11	Electrical, fire alarms, lighting and systems		
12	Total cost		
13	Fee		
14	Payment and performance bonds		
15	Total Contract		

ADDENDA RECEIPT

The undersigned acknowledges receipt of the following Addenda. If no Addenda are received, include the word "None" in the Blank spaces provided.

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE

The undersigned bidder agrees that these unit costs shall be good and will not be withdrawn until completion of this project, and the undersigned bidder further agrees that this Base Bid shall be good and will not be withdrawn for a period of sixty (60) calendar days after scheduled closing time for receiving Bids, and further agrees that in case of failure on his part to execute the Agreement between the Owner and Contractor, and to furnish Performance and Payment Bonds satisfactory to the Owner within ten days (10) consecutive days after writing notification of awarding the Contract to him or (them) the undersigned will be considered to have abandoned the Proposal and the amount or portion thereof of the Bid Security delivered as guarantee for the proposal shall thereupon be due as stipulated in "Instructions to Bidders" as owing to the Owner and the Owner may thereon award the Contract to any other Bidder he selects.

Attached hereto is a Bid Bond for the sum of:

_____ Dollars (\$_____).

As five (5) percent of the total Base Bid and made payable to

_____.

Respectfully submitted:

_____ (L.S.)
(Signature)

_____ (L.S.)
(Title)

Florida Construction Industries Licensing Board Certification

Name of Holder _____

Certification _____

(SEAL – If Bid is by a Corporation _____ (L.S.))

Address:

BIDDER (Company's Legal Name):

BY: _____ **TITLE:** _____

DATE: _____

WITNESS: _____

The following Contractors List is to be submitted with the bids.

SUB-CONTRACTOR LISTING

SUB-CONTRACTOR	COMPANY NAME
ELECTRICAL	
MECHANICAL	
FLOORING	
MILL WORK	
DOORS	
PARTITIONS & CEILING	
PAINTING	
CONCRETE	

-END OF SECTION 00310 -

ATTACHMENT “B-1”

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 proposal pursuant to this ITB (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.

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:

ATTACHMENT "C-1"

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 basis 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. WORKER’S COMPENSATION RELEASE.

The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the CareerSource Central Florida shall be covered by Worker’s Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

V. COST ANALYSIS CERTIFICATION.

That the cost data presented on line-item budgets or bids related to this Agreement were accurate, complete and current at the time of modified Agreement on price. I understand that negotiating this award, or modification, based on this data provides CareerSource Central Florida the right to a price adjustment to exclude any significant sum by which the price was increased because I had knowingly submitted data that were not accurate, complete or current as certified.

VI. 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.

VII. 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.

VIII. RECORD RETENTION

Vendor will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally-accepted accounting standards or agency directives.

IX. 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.

X. 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.

XI. 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.

XII. 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

XIII. 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/Sub-vendor 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.

XIV. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Vendor agrees, 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.

XV. 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).

XVI. 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).

XVII. 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).

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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 thereunder.

XXIII. 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.

XXIV. 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.

XXV. 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.

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/Business Name

Date