



**REQUEST FOR PROPOSAL  
FOR  
TELECOM SERVICES/WIDE AREA NETWORK**

**RFP NUMBER WAN-21-0172**

**ISSUE DATE: 7/15/2021**

**PROPOSAL SUBMISSION DEADLINE: 7/28/2021**

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

## 1.0 INTRODUCTION

Central Florida Regional Workforce Development Board, d/b/a CareerSource Central Florida (CSCF), is requesting proposals from qualified firms, organizations, or qualified individuals to serve as the wide area network provider for all six CareerSource locations and 1 datacenter in the Central Florida Area.

## 2.0 BACKGROUND

CSCF 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 an intentional and coordinated workforce development system that is inclusive of community and mandatory partners. CSCF is the local workforce development board serving Lake, Orange, Osceola, Seminole, and Sumter counties.

This project will be replacing the current connectivity at all locations with the goal to save costs, improve overall network performance, increase redundancy, and improve access to cloud-based applications such as Office 365.

Below is the current list of CSCF locations involved in this request

Location	Type	Physical Address
Orlando	Colocation	100 W. Lucerne Circle, Suite 201, Orlando, FL 32801
Leesburg	Branch	9909 U.S. Hwy 441, Building M#29, Leesburg, FL 34788
Kissimmee	Branch	1800 Denn John Lane, CIT Building, Suite 300, Kissimmee, FL 34744
Sanford	Branch	1209 West Airport Boulevard, Sanford, FL 32773
Orlando	Branch	5784 S. Semoran Boulevard, Orlando, FL 32822
Ocoee	Branch	9401 W. Colonial Drive, Ocoee, FL 34761
Orlando	HQ	390 North Orange Avenue, Suite 700, Orlando, FL 32801

CSCF reserves the right to move or cancel services at a given location upon lease termination. If service will be moved, Contractor may be given an opportunity to submit a quote to provide needed services at location where services are transferring.

### **3.0 PROVIDER REQUIREMENTS**

Eligible respondents must meet the following criteria:

- Demonstrated experience in the supply and implementation (i.e., deployment) of resources to public organizations in a reliable manner
- Responding contractors are encouraged to provide professional references from similar projects, including contact name, mailing address, phone number, and email address.
- Vendor must be able to supply local “hands on” support to all listed locations.

Additionally, if the entity that has been disbarred, suspended or otherwise determined to be ineligible to receive funds by an action of any governmental agency; or the entity has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conducted projects or services; or the entity’s previous contract(s) with CSCF have been terminated for cause; or the entity’s name appears on the State’s convicted vendors list; or for any other good and just cause, the entity will not be considered and should not submit a proposal.

### **4.0 CONTRACT TERM**

The initial contract term will be thirty-six (36) months, renewable for up to two (2) additional one-year terms, beginning October 4, 2021 (tentatively). Renewal will be at the option of CSCF and its Board of Directors. Provider must provide a month-to-month option at the end of the contract.

### **5.0 SCOPE OF WORK**

CSCF seeks to purchase services for a period of three (3) base years. Proposals should outline what, if any, costs will require an initial capital investment (e.g., equipment purchase) versus monthly service fees.

**PLEASE NOTE:** The procurement of new switches/routers should not be included as part of this RFP response.

The scope of work of this RFP is centered on a successful implementation, configuration, maintenance, and ongoing support to ensure this technology investment leads to the impact and goals lists in section 1.1. Purpose of the RFP. Specific tasks under this RFP include:

#### **Internet & WAN**

- **Topology:** Design and implement a network topology to meet CSCF’s WAN and Internet requirements. This includes direct internet from each location, to connect remote locations to HQ and Co-Location facilities), and backup connections at key locations. Specific focus will be placed on the following:
  - connection speeds for each location
  - type of connection
  - backup connection options such as Coax or LTE
  - availability of fully meshed solution
  - failover and continuity

- performance optimization/quality of service
- **Equipment:** Install necessary hardware to provide internet service. Respondent should outline hardware proposed for deployment such as on-site gateways, identify if any client provided hardware is required, and outline options to lease vs buy equipment.
- **Monitoring, Reporting, & Metrics:** Provide 24X7 network monitoring and alerts.
- **Installation:** Provide on-site installation for all locations. Respondent should describe how this will be carried out including type of staff used e.g., in-house staff, outsourced contractors, etc.
- **Bandwidth:** CSCF sites are located in several regions of Central Florida. To allow flexibility, please provide speeds based on what is located in the sites area.
- **Colocation:** CSCF is establishing colocation service at Colo Solutions in Orlando, Florida. Colo Solution is providing the internet bandwidth that will be used in this project at 1 gigabit speed. Information about this colocation can be found at <https://www.colosolutions.com/>. Any questions about this location and internet connection should be sent to [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com).

## 6.0 **INSTRUCTIONS TO PROPOSERS**

This RFP is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for Telecom Services/Wide Area Network as described in this RFP must submit responses to CareerSource Central Florida in the following manner:

- Inquiries regarding this RFP should be submitted electronically to: [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com). **Please type “INQUIRY – TELECOM SERVICES/WIDE AREA NETWORK” in the subject line.**
- Submit your proposal 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 – TELECOM SERVICES/WIDE AREA NETWORK” IN THE SUBJECT LINE.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on August 11, 2021. Proposals **must** be addressed to: [Procurement@careersourcecf.com](mailto:Procurement@careersourcecf.com).
- To maintain integrity of the process, proposers must only submit questions and proposal to the email address 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.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFP, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP are solely

those of the respondent, and CareerSource Central Florida assumes no responsibility for any such costs.

- CareerSource Central Florida reserves the right to negotiate the terms outlined in the response. CareerSource Central Florida reserves the right to reject any and all proposals, and to waive any irregularities or informalities. Further, should CareerSource Central Florida accept any Alternates, such acceptance is made with right to accept them in any order or combination.

## **7.0 PROCUREMENT TIMELINE (Tentative dates)**

Date	Activities/Events
7/15/2021	RFP made available at 5 p.m. on the CareerSource Central Florida website: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a>
7/29/2021	<p><b>Final Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. on July 29, 2021, via email at: <a href="mailto:publicresponse@careersourcecf.com">publicresponse@careersourcecf.com</a>. Please type "INQUIRY – One-Stop Operator Solicitation" in the subject line.</b></p> <p>Response to all questions will be made available on the CareerSource Central Florida's website: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a></p>
8/11/2021	<b>Electronic RFP responses are to be submitted in PDF format</b> version compatible Acrobat PDF. Email containing proposal <b>must be received by 5:00 PM EST. Please type "BID – One-Stop Operator Solicitation" in the subject line.</b>
9/30/2021	Scheduled on Full Board of Directors agenda for approvals
10/4/2021	Bids will be opened privately on August 12, 2021, and Proposers will be notified as to successful bidder(s) once the review process and negotiations are complete.

## **8.0 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.

## **9.0 FORMAT FOR PREPARING THE PROPOSAL**

Proposals will be valid for ninety (90) days after proposal submission date specified herein. If the event contract has not been awarded before the close of the ninety (90) day validity period, CareerSource Central Florida reserves the right to negotiate extensions to the proposal validity date. An application form has been provided for submittal.

All proposals must be completed and signed using the provided application documents. 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. CareerSource Central Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP

without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

**Attachment “A”** – Proposal form consists of the following documents.

- Part 1 – Cover Sheet
- Part 2 – Cost/Price Proposal Form

**Attachment “B”** - Relationship Disclosure Form

**Attachment “C”** - Contractor Provisions, Certifications and Assurances

**Provided Attachments “A”, “B” and “C” must be completed and submitted.**

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.

Proposer’s submittal shall include a narrative. Information presented within narrative will be used by CSCF as criteria for evaluating all responses submitted in response to this RFP. The following consideration must be addressed with the narrative:

- Articulate the proven knowledge and expertise supplying and supporting SD-WAN hardware and networks.
- Provide a description of the product being quoted that includes support hours, service level agreements, and monitoring.
- Quote must show cost broken down by site and the network provides utilized at each location.
- What functionality does your solution support in order to ensure the security of end-to end communications?
- If the solution you are proposing includes components from partners, is there a single point of accountability and support model for the solution?
- What are the key factors that differentiate your solution from others in the market?
- References will be accepted. CSCF may contact anyone listed for verification.
- Provide network diagram showing completed solution.
- Please complete the attached spreadsheet to assist CSCF compare products between contractors (Attachment “D”).

## **10.0 EVALUATION CRITERIA**

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

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, product evaluations from web and print resources, and comparison of the vendor's service proposals will contribute to the selection.

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

Criteria	Points
Presentation/Quote	10
Experience with SD-WAN	15
Scope of Work <ul style="list-style-type: none"> <li>• Equipment Used</li> <li>• Local Service Used</li> <li>• Routing Protocol Support</li> <li>• Monitoring/Reporting Option</li> <li>• Quality of Service Support</li> <li>• Final cost of project</li> </ul>	25
Bandwidth Provided at each site	25
Service Level Agreement	25
M/W/Vet/LSBE	5
<b>Total</b>	<b>105</b>

Proposers may also be subject to support an interview before awarding of a contract. Interviews will be conducted via ZOOM.

## **11.0 CONDITIONS AND LIMITATIONS OF THIS RFP**

The following conditions are applicable to all proposals:

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

## **13.0 IMPORTANT NOTICE TO ALL RESPONDENTS:**

CareerSource Central Florida is funded primarily by federal grants. CareerSource Central Florida also receives local municipal grants and sponsorships. Accordingly, federally funded 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.

## **14.0 MINORITY/WOMEN/VETERAN/LABOR SURPLUS BUSINESS ENTERPRISES**

Proposers 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 proposals 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.).



## **15.0 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 RFP, as well as certain meetings and other communications, are subject to such laws.

## **16.0 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 contractors 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"**

**Part 1 – Cover Sheet**

<b>Name of Respondent: :</b>
<b>Business Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>Years in Business:</b>
<b>DUNS Number:</b> _____ <b>FEIN Number:</b> _____
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:  <b>Name and Title:</b> _____ <b>Phone:</b> ( ) _____ <b>Fax:</b> ( ) _____ <b>Email:</b> _____
<b>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 RFP/RFQ 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 90 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.</b>

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**Proposer's Name:** \_\_\_\_\_

**Part 2 – Cost/Price Proposal Sheet**

Please attached "Attachment D" to this section with required breakdown of monthly and non-reoccurring costs.

**Proposer's Name:** \_\_\_\_\_

## ATTACHMENT “B”

### Relationship Disclosure Form

#### Relationship Disclosure Form

This form serves to document any personal or business relationships between the respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President and 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:

<https://www.careersourcecentralflorida.com/about-us/leadership/meet-the-board-consortium/>

### QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

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

The Relationship Disclosure Form must 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 RFP (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 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 receiving 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 and 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:

\_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT “C”**

### **CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource Central Florida will not award a contract where CONTRACTOR has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor 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 98).**

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Have not within a three-year period preceding this Contract 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;
- c. 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 above; and/or
- d. 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 Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

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

Contractor 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 employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.



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

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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:

- a. 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;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, (42 U.S.C. 9849), as amended, 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 Contractor 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 Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

## **V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR**

Contractor 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**

Contractor 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 Contractor from this modified agreement.

## **VII. DAVIS-BACON ACT**

Contractor 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 (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.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**

Contractor 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.

## **XI. AMERICAN WITH DISABILITIES ACT**

Contractor will comply with the Americans 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 Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor 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, sexual orientation, gender identity, or national origin.

## **XI. CONFLICT OF INTEREST/STANDARD OF CONDUCT**

Contractor 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/SOLID WASTE DISPOSAL ACT**

The Contractor, 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). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

## **XIII. ENERGY EFFICIENCY**

CONTRACTOR 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**

Contractor 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 (EO11514);
- 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**

Contractor 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, Contractor 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 Contractors 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 circumstances 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. Written notification of termination must be by registered mail, return receipt requested.
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. Contractor fails to provide any of the services it has contracted to provide; or
  - b. Contractor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the Board.

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

In instances where Contractors/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**

Contractor 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.

Contractor 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. Contractor 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**

Contractor shall comply with Section 287.133(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 287.017 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**

Contractor 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 prohibit 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 Central Florida 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 Central Florida 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 Central Florida. 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.

**XXIX. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

**XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

**XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Organization/ Business Name

\_\_\_\_\_  
Date