



**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
d/b/a CAREERSOURCE SOUTH FLORIDA**

**INVITATION TO BID (ITB)**

**FOR**

**DESKTOP COMPUTERS/MONITORS/SOFTWARE  
(Contract through June 30, 2017)**

**Release Date:            May 8, 2017**

**All proposals shall be submitted by 3:00 p.m. E.T., May 31, 2017, at  
South Florida Workforce Investment Board Headquarters,  
7300 Corporate Center Drive, Suite 500, Reception Desk,  
Miami, Florida 33126**

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## **PART I INVITATION**

### **A. South Florida Workforce Investment Board (SFWIB) Background**

The South Workforce Investment Board (SFWIB), Local Workforce Development Board (LWDB) 23 (Miami-Dade and Monroe Counties), is one of 24 LWDBs in the State of Florida. Through its network of CareerSource centers located throughout the region, the SFWIB serves businesses, job seekers, adults, youth, dislocated workers, refugees and individuals transitioning from welfare to work.

The SFWIB is a governmental agency and instrumentality of both Miami-Dade and Monroe Counties, which is eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. The Board is comprised of volunteers who represent local private sector businesses, educational institutions, economic development agencies, labor organizations, veterans' interests, community-based organizations, state and local government agencies. The Board conducts its business in accord with federal and state laws, the Interlocal Agreement between Miami-Dade and Monroe Counties creating the SFWIB for LWDB 23 of the State of Florida, the SFWIB's By-Laws, and its approved policies.

Additional information regarding the Board, its members, and approved policies is located on the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)).

### **B. ITB Purpose**

The SFWIB is soliciting competitive responses from experienced Information Technology vendors to supply a large volume of high quality computers that are compatible with the SFWIB's existing infrastructure. Responses should illustrate past experience in providing this type of service. Responses submitted will be used to determine the best-qualified firm and be the basis for negotiating a contract.

**PART II  
CALENDAR AND PROCESS**

If your company is interested in providing a bid, please read the following information carefully and return as directed by the ITB no later than the bid due date listed below:

**A. Solicitation Timetable**

<b>ITB Events</b>	<b>Date</b>	<b>Time</b>
Solicitation Release Date	May 8, 2017	
Deadline for Request for Clarification Inquiries	May 16, 2017	5:00 p.m.
Offerors' Conference	May 18, 2017	3:00 p.m.
Deadline for Receipt of Bids	May 31, 2017	3:00 p.m.
Public Review Forum	June 1, 2017	1:30 p.m.
Award Date on or about	June 12, 2017	
Delivery Date	June 29, 2017	By 3:00 p.m.

The SFWIB, in its sole discretion, reserves the right to revise this schedule, without further notice, when it is in the best interests of the SFWIB. Thus, it is the responsibility of the Respondent to routinely check the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)) for modifications to the schedule.

**B. Method of Solicitation**

In an attempt to ensure the greatest degree of open competition and to obtain the best technical responses and services at the best possible price, an Invitation to Bid (ITB) is being used for this solicitation.

Public notices of this ITB have been published in the region's major newspapers and also distributed via e-mail to agencies on the SFWIB's Vendor List. Moreover, the ITB and all accompanying attachments will be published on the SFWIB's website.

**C. Cone of Silence**

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

**D. Request for Clarification**

Respondents shall submit all questions regarding the clarification of any requirement or procedure to the SFWIB's liaison, Teresa Serrano at [teresa.serrano@careersourcesfl.com](mailto:teresa.serrano@careersourcesfl.com) not later than 5:00 p.m., **May 16, 2017**.

Oral requests for clarification shall not be accepted. All written requests for clarification accepted by the SFWIB along with corresponding responses will be posted on the SFWIB website at [www.careersourcesfl.com](http://www.careersourcesfl.com) under ITB Q/A.

## **E. Offerors' Conference**

An Offerors' Conference will be held to afford Respondents an opportunity to voice questions and/or concerns relevant to the ITB. Although attendance is not required, all potential Respondents are strongly encouraged to attend. The conference is scheduled to be held on **May 18, 2017**, at the SFWIB's Headquarters: 7300 Corporate Center Drive (NW 19 Street), 5<sup>th</sup> Floor, Miami, Florida 33126, in Conference Room 2.

The Offerors' Conference is the only forum available for Respondents to communicate questions and/or concerns to the SFWIB's staff and to receive responses to the questions and/or concerns. Except for information provided at the Offerors' Conference, the SFWIB's staff is prohibited from communicating with Respondents. Note that verbal answers provided during the conference will not be binding on the SFWIB.

Answers to relevant questions during the conference will be posted on the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)) under ITB Q&A.

**PART III  
GENERAL SPECIFICATIONS**

**A. Services Solicited Under this ITB**

The SFWIB seeks the best quality product and price available for high performance technology equipment to support the continuous delivery of integrated employment and training services to individuals, job seekers, and participants accessing the workforce delivery infrastructure as more specifically described in Section B, Product Technical Specifications.

**B. Product Technical Specifications**

Qty	Item	Description
250	Desktop Computer, Small Form Factor (SFF), Intel Q170 Chipset, Intel® Core™ i5-6600 (3.3 GHz, up to 3.9 GHz with Intel® Turbo Boost, 6 MB cache, 4 cores) + Intel® HD Graphics 530 with vPRO technology, 8GB DDR4-2133 DIMM (1x8GB) RAM, 500GB 7200 RPM SATA 6G 3.5 HDD, Intel® I219LM Gigabit Network Connection, USB Keyboard, USB Mouse, Slim DVD-ROM ODD, Warranty 5/5/5 years. Windows 7 Professional 64 (available through downgrade rights from Windows 10 Pro)	Desktop Computer
250	22-inch Flat Panel Widescreen Display, Height Adjustable, Tilt & Swivel, LED Backlit	Display
250	Microsoft Office 2016 Standard License Single Language (MS) E-Certificate (MS MVL-GSA)	Office Software

All products provided under this ITB must be of the same brand name and model. No substitutions or combinations will be acceptable. All Monitors and Desktop computers must be from a U.S.A. Manufacturer (brand) that is widely sold and recognized.

**C. Available Funding**

The SFWIB's approved budget for PY 2016-17 for the purchase and delivery of Desktop Computers, Monitors, and licensing is **\$300,000.00** dollars.

## PART IV TERMS AND CONDITIONS

The issuance of this ITB does not commit the SFWIB to award a contract or pay any costs incurred in preparation and response to this solicitation. Vendors must be fully registered with Miami-Dade County and/or the State of Florida prior to the award of any contract. The SFWIB reserves the right to accept or reject any or all responses received as a result of this ITB, or to cancel and revoke this ITB, in whole or in part. The SFWIB reserves the right to investigate or inspect at any time the product or qualifications offered by the Respondents to meet the ITB's requirements.

1. Delivery of the goods is required to be completed on or before **June 29, 2017**.
2. Respondents must submit responses as indicated in the delivery method section of this ITB.
3. Bid opening shall be on **June 1, 2017**, during the Public Review Forum. Bids will be opened in the presence of the Respondent's representative(s) who choose to attend. Late bids shall not be accepted.
4. All prices shall be for new merchandise.
5. No substitutions or combinations will be acceptable. All Monitors and Desktop computers must be a U.S.A. Manufacturer (brand) that is widely sold and recognized.
6. Vendor shall provide a three (3) year warranty on factory defects and workmanship with bid. All warranties, expressed and implied, shall be made available to the SFWIB for goods and services covered by this Invitation to Bid. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the SFWIB, the successful respondent shall correct any and all apparent and latent defects that may occur within the period of warranty.
7. Vendor must be able to provide service within 24 hours of notification to include basic hardware and software tech support during the warranty period.
8. Vendor must agree to accept a single or multiple purchase orders. Payment for all items will be made within thirty (30) days upon receipt of original invoice.
9. Vendor must completely fill-out, sign and return all required signatory pages within ten (10) calendar days of receipt of purchase order, agreement, or contract otherwise the SFWIB will exercise its option to cancel the award and proceed to select another vendor.
10. All quotes must indicate price per unit and cost for the quantity of the items being procured. The bid price must be valid through **June 30, 2017**.
11. All shipping costs are to be included in the bid price.
12. Companies are not under any obligation to respond. If a response is late or not received within the specified deadline, the SFWIB shall consider the bid as non-responsive.
13. The SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.
14. Where two (2) or more related parties, as defined herein, each submit a bid for any contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. "Related parties" shall mean the respondent or the principals thereof which have direct or indirect ownership interest in another respondent for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be deemed collusive. Bids found to be collusive shall be rejected. Respondents who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.
15. Any individual, corporation or other entity that attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The SFWIB as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.



16. The SFWIB may conduct a pre-award inspection of the goods or hold a pre-award qualification hearing to determine if the respondent is capable of performing the requirements of this bid solicitation.
17. Respondents are hereby notified that after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Records Law," all information submitted as part of, or in support of bid submittals will be available for public inspection. The respondent shall not submit any information in response to this ITB which the respondent considers to be a trade secret, proprietary or confidential. The submission of any information to the SFWIB in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the respondent.

## **PART V VENDOR REQUIREMENTS**

In order to be considered for an award of this bid, the vendor must satisfy all of its requirements. After opening the bids for verification purposes, the SFWIB may require additional proof of satisfaction of the ITB's requirements. Failure to provide the additional required verification within 24 hours from the request may result in the bid being deemed non-responsive.

### **A. Completion of the Vendor Questionnaire:**

All areas on the Vendor Questionnaire form must be completely filled out and signed by the authorized agent representing the business. Any areas where information is not provided will be deemed incomplete.

### **B. Completion of the following disclosure forms:**

1. Proposal Package Checklist
2. Proposal Form
3. Vendor Questionnaire
4. Code of Business Ethics
5. Contractor Disclosure and Certification
6. Original W-9—Request for Taxpayer Identification Number & Certification
7. Assurances and Certifications
  - (a) Certification Regarding Debarment, Suspension, and Other Matters
  - (b) Certification Regarding Lobbying
  - (c) Certification Regarding Drug-Free Workplace Requirements
  - (d) Non-Discrimination and Equal Opportunity Assurances
  - (e) Certification Regarding Public Entity Crimes
  - (f) Sarbanes-Oxley Act of 2002
  - (g) Association of Community Organization for Reform Now (ACORN) Funding Restrictions Assurance
  - (h) Discriminatory Vendor List

**PART VI  
EVALUATION PROCESS AND SELECTION CRITERIA**

**A. Submission Guidelines**

Three (3) sets of sealed bids are required to be submitted not later than the deadline provided in the ITB timetable. Proposal packages shall be delivered to the address set forth on the cover of this Invitation to Bid. The SFWIB shall not accept any modifications to any submitted proposal package after the submission deadline. **Any proposal package arriving post deadline will not be accepted by the SFWIB and will be returned unread to the Respondent. No proposal package will be accepted via electronic mail or facsimile.**

The Proposal Form must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.

The Proposal Form must be signed by the Respondent's authorized agent. **FAILURE TO SIGN THE PROPOSAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**

**B. Proposal Format, Content and Organization**

All proposal packages must be assembled in the following format:

1. Proposal Package Checklist
2. Proposal Form
3. Vendor Questionnaire
4. Code of Business Ethics
5. Contractor Disclosure and Certification
6. Original W-9—Request for Taxpayer Identification Number & Certification
7. Assurances and Certifications
  - (a) Certification Regarding Debarment, Suspension, and Other Matters
  - (b) Certification Regarding Lobbying
  - (c) Certification Regarding Drug-Free Workplace Requirements
  - (d) Non-Discrimination and Equal Opportunity Assurances
  - (e) Certification Regarding Public Entity Crimes
  - (f) Sarbanes-Oxley Act of 2002
  - (g) Association of Community Organization for Reform Now (ACORN) Funding Restrictions Assurance
  - (h) Discriminatory Vendor List

Three (3) sets of sealed proposals must be submitted, by the deadline as provided in this ITB, **via regular mail or delivery to the** SFWIB Headquarters: CareerSource South Florida, Reception Desk, Suite 500, 7300 Corporate Center Drive, Miami, Florida, 33126.

**C. Selection Process**

The SFWIB will conduct a review of all proposals received by the deadline. Proposals will be evaluated first to determine if all information required by the ITB is complete. Incomplete proposals or those not satisfactorily addressing each requirement of the ITB may be disqualified. During the evaluation process, whether additional information submitted with proposals is reviewed is within the sole discretion of the SFWIB.

The evaluation process will be conducted in a thorough and impartial manner at a publicly noticed selection committee meeting (Public Review Forum) held in accordance with the Florida Public Meetings Law, at the SFWIB Headquarters: 7300 Corporate Center Drive, (NW 19 Street), 5<sup>th</sup> Floor, Conference Room 2. Respondents are encouraged but not required to attend the Public Review Forum.

Factors considered in the competitive process include, but are not necessarily limited to, the price, the quality and reliability of the product, and compatibility with existing technology. Other important factors that will be considered are the respondent's reputation, past performance, and business and financial capabilities which indicate the respondent is capable of satisfying the terms and conditions of the ITB.

The SFWIB reserves the right to reject any and all proposals. The SFWIB reserves the right to withdraw this solicitation or any portion of this solicitation at any time without prior notice. The SFWIB is not responsible for any costs incurred for or related to responses to this solicitation.

#### **D. Contract Award**

Final award of a contract will be contingent upon:

- Acceptance by the Respondent of the contract terms and conditions,
- Satisfactory verification of past performance of the Respondent (Vendor's Questionnaire)
- Availability of funds to the SFWIB.

#### **E. Appeal Process**

Respondents will be advised of the SFWIB's appeal process at the time of the **Public Review Forum**.

**PART VII  
CONTRACTUAL SPECIFICATIONS**

**A. Indemnification**

**For Florida Governmental Entities:** The Respondent shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Further, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby the Respondent shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Respondent or any governmental entity covered under Section 768.28 arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Respondent or the Respondent's officers, employees, servants, agents, partners, principals, or subcontractors.

**All Entities Which are Not Florida Governmental Entities:** The Respondent shall indemnify and hold harmless the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Respondent expressly understands and agrees that any insurance policies required by the Contract or otherwise provided by the Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

**Term of Indemnification:** The provisions of this indemnification shall survive the expiration of the contract and shall terminate upon the expiration of the applicable statute of limitation.

**B. Clean Air Act And Federal Water Pollution Control Act, as amended**

The Respondent agrees that if this is a Contract for more than \$150,000, then Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). The SFWIB shall report violations to the Federal Awarding Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA).

**C. Compliance With Energy Efficiency Provision**

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

**Part VIII  
ATTACHMENTS**

**A. PROPOSAL PACKAGE CHECKLIST (Indicate whether the following items are included):**

<b>1.</b>	Proposal form typed or printed in ink	<b>YES</b>	<b>NO</b>
<b>2.</b>	Vendor Questionnaire attached	<b>YES</b>	<b>NO</b>
<b>3.</b>	Code of Business Ethics	<b>YES</b>	<b>NO</b>
<b>4.</b>	Contractor Disclosure and Certification	<b>YES</b>	<b>NO</b>
<b>5.</b>	Original W-9 Request for Taxpayer Identification Number & Certification	<b>YES</b>	<b>NO</b>
<b>6.</b>	<b>Assurances and Certifications</b>	<b>YES</b>	<b>NO</b>
	a. Certification Regarding Debarment, Suspension, and Other Matters		
	b. Certification Regarding Lobbying		
	c. Certification Regarding Drug-Free Workplace Requirements		
	d. Non-Discrimination and Equal Opportunity Assurances		
	e. Certification Regarding Public Entity Crimes		
	f. Sarbanes-Oxley Act of 2002		
	g. Association of Community Organization for Reform Now (ACORN) Funding Restrictions Assurance		
	h. Discriminatory Vendors Lists		

\_\_\_\_\_  
Name of Business/Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/ State/ Zip Code

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

\_\_\_\_\_  
Print or Type Name,                      Title

\_\_\_\_\_  
Telephone                                      /Fax

**B. PROPOSAL FORM**

Having carefully read and understood all sections of this ITB, I/we agree to provide all labor and materials as per specifications for the following prices. I/we agree to supply products of the same brand name and model. All Monitors and Desktop computers must be from a U.S.A. Manufacturer (brand) that is widely sold and recognized. I/we understand that the SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.

In the space provided below please describe the equipment that you are bidding in comparison to the specifications provided.

Do not include sales tax. Complete all areas on this form.

<b>Company's Name</b>	
<b>Federal ID No.</b>	
<b>Mailing Address</b>	
<b>Telephone /Fax</b>	
<b>e-mail address</b>	
<b>Contact Person's name and Title</b>	

**EQUIPMENT INFORMATION**

<b>Computer</b>		
Make & Model		
Price per Computer	\$	
Quantity		<b>250</b>
Total	\$	

<b>Monitor</b>		
Make & Model		
Price per Monitor	\$	
Quantity		<b>250</b>
Total	\$	

<b>Software/ License</b>		
Price per Item	\$	
Quantity		<b>250</b>
Total	\$	

<b>Total Bid Proposal</b>	\$
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**AUTHORIZED AGENT'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**C. VENDOR QUESTIONNAIRE**

**INSTRUCTIONS**

Complete all areas on this form

- 1. Has your company been in business since **July 2014** providing the same type of business under the same business name? **YES** **NO**
  
- 2. In the past twelve months has your company provided desktop computers/monitors/software to a local, state, or federal government agency? **YES** **NO**
  
- 3. **If your response to Item #2 is Yes**, please complete all the areas below. To ensure your references will openly discuss their contract with your organization with the SFWIB's staff, please contact said references before you submit your bid.

	<b>Company Name</b>	<b>Name of Contact Person, telephone number <u>and e-mail</u></b>
1		
2		
3		

\_\_\_\_\_  
Business/Company Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**D. CODE OF BUSINESS ETHICS AFFIDAVIT**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_/\_\_\_-\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

**Notary Seal**

**E. CONTRACTOR DISCLOSURE AND CERTIFICATION**

For purposes of the contract between the **South Florida Workforce Investment Board (SFWIB)** and \_\_\_\_\_ (Contractor), the following disclosure is made:

The principals\* and owners\*\* of the contracting entity:

\_\_\_\_\_ have no relative who is a member of the SFWIB;

\_\_\_\_\_ have a relative who is a member of the SFWIB, whose name is \_\_\_\_\_

There is / is not (circle one) a principal or owner who is a member of the SFWIB. If applicable, the principal's or owner's name is \_\_\_\_\_.

There is / is not (circle one) a principal or owner who is an employee of the SFWIB. If applicable, the principal's or owner's name is \_\_\_\_\_.

\* "Principal" means an owner or high level management employee with decision-making authority.

\*\* "Owner" means a person having any ownership interest in the contractor.

I hereby certify that the information above is true and correct.

\_\_\_\_\_  
Date filed

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title

## F. ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Respondent hereby certifies and assures that it will fully comply with the following:

- (a) **Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- (b) **Certification Regarding Lobbying (29 CFR Part 93)**
- (c) **Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- (d) **Non-discrimination and Equal Opportunity Assurances (29 CFR Part 37)**
- (e) **Certification Regarding Public Entity Crimes, Section 287.133 Florida Statutes**
- (f) **Sarbanes-Oxley Act of 2002**
- (g) **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- (h) **Discriminatory Vendor List (Section 287.134 Florida Statutes)**

By signing the agreement, the Respondent is providing the above assurances and certifications as detailed below:

(a) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Respondent certifies to the best of Respondent's knowledge and belief, to the following:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Respondent has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)2. of this certification; and
4. The Respondent has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Respondent shall comply with the language of the certification with regards to Respondent's Subcontractors. The Respondent shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

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

**(b) CERTIFICATION REGARDING LOBBYING.**

The Respondent certifies, to the best of the Respondent's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Respondent shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(c) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

The Respondent assures and guarantees that Respondent shall comply with the Federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**(d) NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), the Respondent assures that Respondent will comply fully with the non-discrimination 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 gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), 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 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (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;

7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Chapter 11A of the Code of Miami-Dade County which prohibits, among other things, discrimination in employment and places of public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression or sexual orientation.

The Respondent also assures that Respondent will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Respondent’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Respondent makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Respondent understands the United States has the right to seek judicial enforcement of this assurance.

**(e) CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133 Florida Statutes**

Respondent hereby certifies that neither Respondent, nor any person or affiliate of Respondent, has been convicted of a Public Entity Crime as defined in Section 287.133 Florida Statutes, nor placed on the convicted vendor list.

Respondent understands and agrees that Respondent is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

**(f) SARBANES-OXLEY ACT OF 2002**

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, Sections 1102 and 1107, set forth by the Act, the United States Code Title 18, Sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Respondent assures that the Respondent will comply with the Sarbanes-Oxley Act provisions as set forth below:

**Provisions of the Act – Title X1 – Corporate Fraud Accountability**

**Section 1102 – Tampering with a record or otherwise impeding an official proceeding** – “Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object’s integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both”.

**Section 1107 – Retaliation against Informants** – “Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any Federal offense, shall be fined under this title or imprisoned not more than 10 years, or both”.

**(g) ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)**

As a condition of an award, Respondent assures that Respondent will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**(h) DISCRIMINATORY VENDOR LIST**

The Respondent shall disclose to the SFWIB if Respondent appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**BY SIGNING BELOW, THE RESPONDENT CERTIFIES AND ASSURES THAT RESPONDENT WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH H, ABOVE.**

\_\_\_\_\_  
**Respondent Name**

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

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

\_\_\_\_\_  
**Date**

**\*The signatory should be fully and duly authorized to execute agreements on behalf of Respondent named above.**