

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

INVITATION TO BID (ITB)

FOR

DESKTOP COMPUTERS AND MONITORS

(Contract through June 30, 2013)

Release Date: February 22, 2013

This Invitation to Bid Supersedes the ITB released on December 21, 2012

All proposals shall be submitted by 3:00 p.m. ET, March 15, 2013 at South Florida Workforce Investment Board, 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) of Region 23 (Miami-Dade and Monroe Counties) is one of 24 regional workforce boards in the State of Florida. Through its network of Career 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, 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 creating the SFWIB for Region 23 of the State of Florida, the By-Laws of the SFWIB, and its approved policies.

Additional information regarding the Board, its members, and approved policies is located on SFWIB's website (www.southfloridaworkforce.com).

B. ITB Purpose

The SFWIB is soliciting competitive responses from experienced Information Technology vendors to supply a large volume of computers of the highest quality compatible with the 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 will 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 on the ITB no later than the bid due date listed below:

A. Solicitation Timetable

| ITB Events | COMPLETION DATE | | |
|--|-----------------|-------------------|--------------|
| | Day | Date | Time |
| Solicitation Release Date | Friday | February 22, 2013 | |
| Deadline for Request for Clarification Inquiries | Wednesday | March 6, 2013 | 5:00 p.m. |
| Offerors' Conference | Friday | March 8, 2013 | 3:00 p.m. |
| Deadline for Receipt of Bids | Friday | March 15, 2013 | 3:00 p.m. |
| Public Review Forum | Monday | March 18, 2013 | 2:00 p.m. |
| Award Date | Thursday | March 28, 2013 | |
| Delivery Date | Thursday | April 25, 2013 | By 3:00 p.m. |

The SFWIB reserves the right to change this schedule, in its sole discretion, when it is in the best interests of SFWIB, and thus it is the responsibility of the Respondent to routinely check the website (www.southfloridaworkforce.com) for all amendments to the schedule.

B. Method of Solicitation

An Invitation to Bid (ITB) is being used as the method of solicitation to seek to assure the greatest degree of open competition and to obtain the best technical responses and services at the best possible price. 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 Vendor's List. Moreover, the ITB and all accompanying attachments will be published on the SFWIB 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 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 liaison, Teresa Serrano at tserrano@southfloridaworkforce.com no later than 5:00 p.m., **March 6, 2013**.

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.southfloridaworkforce.com under RFQ Q/A.

E. Offeror's Conference

An Offerors' Conference will be held to afford Respondents an opportunity to voice questions and/or concerns relevant to the ITB. While attendance is not required, all potential Respondents are strongly encouraged to attend; the conference is scheduled for **March 8, 2013**, at SFWIB Headquarters, 7300 Corporate Center Drive, (NW 19 Street), 5th Floor, Conference Room 3, Miami, Florida 33126.

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

Answers to relevant questions during the conference will be posted on the SFWIB website (www.southfloridaworkforce.com) under ITB Q&A.

PART III

GENERAL SPECIFICATIONS

A. Services Solicited Under this ITB

SFWIB is seeking to secure 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

| Quantity | Item | Description |
|----------|---|------------------|
| 260 | Small Form Factor (SFF) Intel Core i5-3470 Quad-core 3.20 GHz CPU Intel vPro Technology 500GB 7.2 RPM Hard Drive 4GB DDR3 1600MHz RAM DVD-RW Intel HD 2500 Graphics Intel NIC, Windows 7 Pro 64-bit 3 Year Warranty | Desktop Computer |
| 260 | 20" VGA, DVI, & Display Port Connections Height, Pivot (rotation), Swivel, & Tilt Adjustable 1600x900 Max Resolution Built in USB hub in monitor base 3 Year Warranty USB, VGA, & DVI cable included | LCD Monitor |
| 260 | MS OFFICE 2010 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 must be from a Major Brand Name, and U.S. Manufacturer.

C. Available Funding

The South Florida Workforce Investment Board's approved budget for PY 2012-13 for the purchase and delivery of Desktop Computers, Monitors, and licensing is \$260,000.00.

PART IV

TERMS AND CONDITIONS

The issuance of this ITB does not commit the South Florida Workforce Investment Board (SFWIB) to pay any costs incurred in preparation and response to this solicitation. Vendors must be fully registered with Miami-Dade and/or State of Florida prior to the award of any contract. The SFWIB reserves the right to investigate or inspect at any time the product or qualifications offered by the respondent to meet the ITB requirements.

1. Delivery of the goods is required to be completed on or before **April 25, 2013**.
2. Respondents must submit responses as indicated in the delivery method section of this ITB.
3. Bid opening shall be at 2:00 p.m. on **March 18, 2013**. Bids will be opened in the presence of the Bidder'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 must be a Major Brand Name from a U.S. Manufacturer.
6. The Contractor shall provide a three year warranty on workmanship with bid. All warranties, expressed and implied, shall be made available to SFWIB for goods and services covered by this Invitation to Bid. All goods furnished shall be fully guaranteed by the successful bidder against factory defects and workmanship. At no expense to SFWIB, the successful bidder 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. 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, 2013**.
10. All shipping costs are to be included in the bid price.
11. Companies are not under any obligation to respond. If a response is late or not received within the specified deadline, the SFWIB shall consider this action as non-responsive.
12. SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.
13. 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 bidder or the principles thereof which have direct or indirect ownership interest in another bidder 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. Bidders 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.
14. Any individual, corporation or other entity that attempts to meet its contractual obligations with SFWIB through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. SFWIB as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
15. SFWIB may conduct a pre-award inspection of the goods or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.
16. Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Records Law." The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to 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 bidder.

PART V

VENDOR REQUIREMENTS

The vendor must meet all requirements under this bid in order to be considered. The SFWIB may require additional proof of meeting requirements after opening the bids for verification purposes. Failure to provide additional required verification within 24 hours from request may result in your company to become considered as non-responsive.

1. Completion of the Vendor Questionnaire:

- a. In business since July 2010 providing the same type of business under the same business name.
- b. In the past twelve months have provided desktop computers to local, state, or federal governmental agency.
- c. Complete business contact information from three of your customers with whom business was conducted within the past twelve months.

2. Completion of the following disclosure forms:

- a. Proposal Package Checklist
- b. Proposal Form
- c. Vendor Questionnaire
- d. Code of Business Ethics
- e. Contractor Disclosure and Certification
- f. 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

Respondents are required to submit two (2) sets of sealed bids no later than 3:00 p.m., **March 15, 2013**. Proposal packages shall be delivered to the address set forth on the cover of this Invitation to Bid. 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 completed and submitted. Use of any other form will result in the rejection of the bidder's offer. The Proposal Form must be legible. Bidders shall use a typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.

Bidder's authorized agent must sign proposal. **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. Copy of IRS Tax Form W-9
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

Proposals must be submitted in two (2) sets **via regular mail or delivery to:** SFWIB Headquarters, Suite 500, Reception Desk, 7300 Corporate Center Drive, Miami, Florida, 33126 by the deadline.

C. Selection Process

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. A respondent may include additional information and such information may or may not be considered by SFWIB during the evaluation process.

The evaluation process will be conducted in a thorough and impartial manner at a publicly noticed selection committee meeting held in accordance with the Florida Public Meetings Law. That meeting (Public Review Forum)

is scheduled for **March 18, 2013** at SFWIB Headquarters. Respondents are encouraged 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 bidder's reputation, past performance, and business and financial capabilities which indicate the bidder is capable of satisfying the terms and conditions of the ITB.

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.

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)

E. Appeal Process

Respondents will be advised of the SFWIB 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 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 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 SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, 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 claim or judgment by any one person which exceeds the sum of \$200,00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Respondent 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 cause 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 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 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 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 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 Water Pollution Act

The Respondent agrees that if this is a Contract for more than \$100,000, 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. SFWIB shall report violations to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

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 Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Part VIII
ATTACHMENTS

A. PROPOSAL PACKAGE CHECKLIST

- | | | |
|--|------------|-----------|
| 1. Proposal form typed or printed in ink? | YES | NO |
| 2. Vendor Questionnaire attached? | YES | NO |
| 3. Code of Business Ethics | YES | NO |
| 4. Contractor Disclosure and Certification? | YES | NO |
| 5. Copy of IRS Tax Form W-9 | YES | NO |
| 6. Assurances and Certifications | YES | NO |
| 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 | | |
| 7. Vendor's Authorized Agent/Representative has signed proposal? | YES | NO |

Name of Business/Company

Mailing Address

City State Zip

Signature of Authorized Representative

Print Or Type Name, Title

Phone/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 Major Brand Name, and U.S. Manufacturer. 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.

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

EQUIPMENT INFORMATION

| | | |
|---------------------------------|----|------------|
| Computer Make & Model | | |
| | | |
| | | |
| | | |
| Price per Computer | \$ | |
| Quantity | | 260 |
| Total | \$ | |

| | | |
|--------------------------------|----|------------|
| Monitor Make & Model | | |
| | | |
| | | |
| | | |
| Price per Monitor | \$ | |
| Quantity | | 260 |
| Total | \$ | |

| | | |
|------------------------------|------------|----------------|
| | Quantity | Price Per Item |
| Software/ License | 260 | |
| Total | \$ | |

| | |
|---------------------------|----|
| Total Bid Proposal | \$ |
|---------------------------|----|

AUTHORIZED AGENT'S SIGNATURE: _____ **DATE** _____

C. VENDOR QUESTIONNAIRE

INSTRUCTIONS

Complete all areas on this form

1. Has your company been in business since July 2010 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 to a local, state, or federal government agency? **YES** **NO**

3. List business contact information for three of your customers if response to Item #2 is Yes. Complete all the areas below **if response to Item #2 is Yes**. Complete all the areas below (Please contact the references below prior to submitting your bid to ensure they will openly discuss your contract with SFWIB staff).

| | Company Name | Contact Person/Phone Number | Commodity/Service | consent to contact |
|---|---------------------|------------------------------------|--------------------------|---|
| 1 | | | | (circle one) SFWIB May Contact or May <u>not</u> contact |
| 2 | | | | (circle one) SFWIB May Contact or May <u>not</u> contact |
| 3 | | | | (circle one) SFWIB May Contact or May <u>not</u> contact |

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

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

F. ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (**SFWIB**) will not award a contract 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 98)**
- (d) Non-discrimination and Equal Opportunity Assurances (29 CFR Part 37)**
- (e) Certification Regarding Public Entity Crimes, Section 287.133 F.S.**
- (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**

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 EO 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 B.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.
5. The Respondent shall comply with the language of the certification with regards to Respondent's Subcontractors. Respondent shall ensure and require the same certification from its Subcontractor(s), which shall be forwarded to 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, such Respondent shall submit an explanation to 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

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 Investment Act of 1998 (WIA), 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 WIA 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;
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
6. 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;
7. 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; and prohibits discrimination 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.
8. 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, and other applicable federal regulations and policies promulgated hereunder; and
9. Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80; if applicable.
10. Chapter 11A of the Code of Miami-Dade County which prohibits discrimination in employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status 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 WIA Title I – financially assisted program or activity and to all agreements the Respondent makes to carry out the WIA Title I – 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 F.S

The 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 F.S., nor placed on the convicted vendor list.

The Respondent understands and agrees that Respondent is required to inform 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)

The 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 and the federal funding restrictions of covered organizations as defined in the Defund ACORN Act (H.R. 3571). Note: As of June 20, 2011 this matter is in litigation in the district court for the Eastern District of New York.

(h) DISCRIMINATORY VENDOR LIST

The Respondent shall disclose to SFWIB if Respondent appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. 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 contact 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 ASSURANCES 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.**