



**REQUEST FOR PROPOSAL
Multi-Function
Copier/Scanner/Printer
Services
RFP #: 22-0521
Issued: July 11, 2022**

**Proposal Submission Deadline:
July 27, 2022 (1:00 PM EST)**

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1. INTRODUCTION AND PROCUREMENT TIMELINE

- A. Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (CSTB) is soliciting proposals from qualified and experienced office equipment Companies (also referred to as “Contractor” or “Bidder”) to provide leasing of NEW multi-function copier/scanner/printer devices (MFD), black and white and color, as outlined below. In addition to the necessary hardware, CSTB is also expecting a services contract that provides maintenance for the MFD. Company must demonstrate the ability to perform the work described in the Scope of Services section of this RFP and have proven, successful experience, to perform the outlined work at a high level of excellence. Periodically, CSTB carefully explores and considers all service provider options with the goal of adequately protecting the Organization from risk exposures within the limitations of available funding. Services to be performed include replacement of current MFD fleet, maintenance, and servicing of new MFDs, technical equipment and software support services, support of existing management software to meet the needs as described in the Scope of Services. The purpose of the Request for Proposal (RFP) is to provide a method of selection of such a Company and the basis for negotiating an agreement to perform such services. Term of agreement may be thirty-six (36), forty-eight (48) or sixty (60) months.

Solicitation Action	Date
Issue RFP	July 11, 2022 (1:00 PM EDT)
Clarifying/Technical Questions	July 15, 2022 (2:00 PM EDT) – Deadline to submit
Question & Answer – Post Response	July 20, 2022 (2:00 PM EDT)
Notice of Intent to Propose	July 22, 2022 (2:00 PM EDT)
Proposal Submission Deadline	July 27, 2022 (2:00 PM EDT)
Evaluation of Responses	July 28, 2022 to August 5, 2022
Selection Committee Meeting	August 8, 2022 (10:00 AM EDT)
Board Approval of Company	August 20, 2022
Contract Begins	October 24, 2022

2. ABOUT CSTB

- A. Tampa Bay WorkForce Alliance, Inc. dba CareerSource Tampa Bay (CSTB) is a 501(c)(3) non-profit organization. The CSTB Board is appointed and designated by the Hillsborough County Board of County Commissioners to act as the Hillsborough County Local Area Workforce Board under provisions of the Workforce Innovation and Opportunity Act (WIOA). CSTB has requested and received certification as the Local Workforce Development Board (LWDB) by CareerSource Florida, Florida’s State Workforce Development Board. This partnership supports and promotes economic growth through workforce development. CSTB (LWDB 15) is one (1) of twenty-four (24) local workforce development boards in Florida.
- B. The Board of CSTB is comprised of representatives of businesses in Hillsborough County, local educational entities, labor organizations, community-based organizations, economic development agencies, One-Stop Partners, and other individuals deemed appropriate. Membership composition requirements are reviewed and certified by the Governor of the State of Florida once every two (2) years. Criteria for composition of the Board are set forth in Section

107, Title I of the WIOA and the State of Florida's policies. CSTB currently serves as the Administrative and Fiscal Agent for Hillsborough County.

3. INSTRUCTION TO BIDDERS

- A. CSTB utilizes BidNet Direct's Florida Purchasing Group (click on [link](https://www.bidnetdirect.com/florida/careersourcetampabay) or visit <https://www.bidnetdirect.com/florida/careersourcetampabay>) to:
 - 1. Manage RFP Solicitation and Addenda
 - 2. Post questions regarding this RFP. Notification of responses will not be provided. It is the Bidder's responsibility to check the website.
 - 3. Post Notice of intent.
 - 4. Submit your electronic proposal
- B. Bidders interested in submitting a proposal shall submit a Notice of Intent to Propose by the date reflected in **Section 1**.
- C. This RFP is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for services as described in this RFP must follow the below.
 - 1. Responses by telephone, or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received.
 - 2. Any proposal may be withdrawn until the RFP due date and time noted in **Section 1**. 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 bidder, and CSTB assumes no responsibility for any such costs.
 - 3. CSTB reserves the right to (a) negotiate the terms outlined in the response (b) reject any and all proposals, and (c) to waive any irregularities or informalities.

4. BACKGROUND ON CURRENT MFDs

- A. CSTB leases seventeen (17) MFDs under two (2) contracts that are comprised of fourteen (14) and three (3) MFDs expiring October 23, 2022 and February 26, 2024, respectively. A listing of the MFDs and average monthly usage volumes are provided in **Attachment 1 – Inventory of MFDs and Usage**
- B. The successful bidder **may** be responsible for the buyout of the lease agreement expiring February 26, 2024 and the related costs for returning the MFD. The buyout amount will be provided upon request and to be used for proposal purposes with the expectation that the amount will be adjusted downward during final negotiations. Buyout will coincide with contract terminating October 23, 2022 in order to replace all MFDs with this RFP. If decision is made by CSTB to exclude buyout, the selected company agrees to assist with buyout negotiations.

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- C. MFDs are installed at CSTB’s five (5) locations comprised of one (1) administrative office and four (4) CSTB career centers. Selected bidder must drop ship all requested MFDs to the below stated shipping locations. Actual quantities by location will be determined at time of award.

Location Type	Shipping Location
Administrative Office	4350 W. Cypress Street, Suite 875, Meridian One Building, Meridian Office Park, Tampa, FL 33607
Career Center #1	9215 N Florida Ave, Suite 101, Tampa, FL 33612
Career Center #2	6302 E. Dr. Martin Luther King Jr. Blvd, Suite 120, Interstate Corporate Center Building, Tampa, FL 33619
Career Center #3	201 14 th Ave SE, Southshore Community Resource Center, Ruskin, FL 33570
Career Center #4	307 N Michigan Ave, Plant City Community Resource Center, Plant City, FL 33563

5. SCOPE OF SERVICES

- A. *Broad Description of Project.* The scope of this project is to replace CSTB’s fleet of MFDs. CSTB shall select a lease term of thirty-six (36), forty-eight (48) or sixty (60) months. Maintenance and standard supplies (excluding paper) is to be part of the proposal. Bidders may choose to propose more than one unit if they represent multiple manufacturers or have multiple systems that meet the minimum specifications as outlined in this RFP.
- B. *MFDs.* A listing of the existing MFDs (and average monthly usage volumes) is provided in **Attachment 1 – Inventory of MFDs and Usage.**
1. Please use this listing as a guideline for determining replacement devices. It is the intent that the selected Company reviews current usage volumes to develop a replacement list for all devices with the appropriate current model.
 2. CSTB staff will review and confirm the replacement list prior to MFD installation in the field.
 3. These averages are not guaranteed to remain at the current levels and are only provided to bidders to use to estimate contract volume.

5.1 MFD Requirements

- A. *Specifications.* Specifications listed within each machine category are the minimum acceptable requirements. Bidders must propose models that meet or exceed the specifications below.
1. New User Set-up where CSTB IT can add staff access via web interface for entire fleet of MFDs.
 2. Single platform network-based units capable of performing copying, printing, and scanning concurrently to insure optimum output efficiency.
 3. Maintain a consistent physical platform facilitating ease of use and implementation.
 4. Proposed MFD must have a common user-friendly interface.
 5. MFD has customer replaceable units (Turnkey, no tools required to include drums, fuser units, toner cartridge, feed rollers).
 6. Proposed MFD is National Information Assurance Partnership (NIAP) Certified Level 2 MFD.
 7. Allow for absolute network integrity and security via password protection or network login restricting access to the device as well as the network.

8. MFD requires no additional PC workstation to facilitate any scan or e-mail functionality
9. MFD scans new jobs while the device is network printing or copying without network interruption
10. MFD scans to desktop, e-mail, network repository, workflow applications, document management system
11. MFD provides for the storage of all network community e-mail addresses to reside at the device, retrievable and editable only by an authorized network administrator for updating and revision
12. MFD allows for direct communication and workflow integration with print shop job queues
13. MFD allows network users to access any mail server(s) via authorized network login and password
14. MFD allows multi-tasking unit, gain access to the walk-up users mail account via LDAP
15. MFD enables end users to easily replace consumable components including: toner, staples, paper.
16. Manufacturer of proposed MFD must be ISO Certified, to meet Independent Service Organization Standards
17. MFD allows management to disable color printing options on each unit
18. MFD must include management of all device functions from off-site locations

B. *Features. Minimum Requirements:*

1. 60 pages per minute (letter size)
2. Minimum 75 Sheet Duplexing Automatic Document Feeder
3. Must be network ready for printing/scanning using both wired and wireless networks.
4. Unlimited job queue management with username and type of job
5. MFD must be able to have "print around" feature to allow jobs to promote in the event a required resource is not available to allow jobs that have required resources to complete
6. Printing, copying and scanning capabilities.
7. Each location must have at least one machine capable of color printing and copying.
8. Must be able to have automated meter reading with no user intervention
9. Capability of drill down reporting by user in meter read report.
10. One color MFD must have a booklet option, two (2) fully adjustable paper trays able to run 11" x 17", staple, three-hole punch and sort.
11. One color MFD has two (2) fully adjustable paper trays able to run 11" x 17".
12. Scanning must include LDAP and authentication functionality for security
13. Scanning to include Scan to Email and network
14. Machine must have a minimum of four paper sources with a minimum paper capacity of 4,000 letter sized sheets
15. Machine must have user mailboxes or other solution for the separation of user print jobs
16. Must have Bi-directional drivers to allow for user to see device status to include consumable levels, job status, paper levels, etc.
17. Must be able to scan ahead a minimum of 20 jobs from device
18. Must be able to perform all tasks simultaneously
19. Must be able to duplex automatically
20. Walkup users must be able to scan a copy job while the unit is printing another job without the loss of any features
21. Truly integrated scan solution without any external third-party hardware/software
22. Scanning must not require additional network drops
23. Must be able to conduct a scanning job while the unit is copying or printing another

- document
24. Must have integrated copy and print queue/job status at the device user interface
 25. Must have print Queue and Job Status at a PC and the device
 26. Must have true network scanning integrated
 27. Must have integrated copy/scan/print queue status at device and PC
 28. Must have Standard accounting (web based)
 29. Must be a multi-function copier and network printer with the proven ability to do both functions concurrently
 30. Must have a minimum copy resolution of 1200 x 1200 dpi.
 31. One MFD must have a minimum of 2 fully adjustable paper trays able to run up to 11" x 17", offer offset finishing with a minimum capacity of 2,250 sheet output capacity and offer single stitching, 50 sheets per set
 32. No additional cost for supplies delivery/shipping / 11x17 counts as one copy or print on the meter
 33. An internal hard drive for scanned documents storage and retrieval

C. MFD Condition.

1. MFD offered in response to this RFP must be new MFD. New MFD means MFD that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The MFD must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. CSTB will not accept remanufactured, used, or reconditioned MFD. It is the Contractor's responsibility to ensure that each piece of MFD delivered to the state complies with this requirement. A Contractor's failure to comply with this requirement will cause the CSTB to seek remedies under breach of contract.
2. Lemon Clause. Any MFD that fails (except due to operator error) to operate according to the manufacturer's published performance specifications and/or is subject to recurring related problems must be replaced with the same make and model of new MFD at no cost to the CSTB within the first 60 days of operation.

5.2 Service Expectation

- A. CSTB requires the contractor to be responsible for all toner, fix/repair, maintenance and/or replacement of all output devices included in contract resulting from this RFP.
- B. Preventative Maintenance Schedules planned and completed according to manufacturers' recommended service schedules
- C. Exclusive utilization of OEM parts and supplies.
- D. Contractor assumes all responsibility for hardware performance due to service parts and components.
- E. Contractor will assume responsibility for disposal of and recycling of all service parts.
- F. The maintenance price will be fixed for the contract term with no price increase.
- G. Response Time:
 1. Response time to service requests shall not exceed four (4) working hours.
 2. Failure to respond to requests for service shall be cause for CSTB to terminate this agreement.
 3. If repairs have not been made within two (2) working days or within sixteen (16) hours of CSTB's request for service, a machine of similar make and model is to be provided to CSTB until the faulty machine has been repaired and returned.

- H. Service Requirements. The Contractor will issue credit for all copies produced by the Contractor's service technician and for unusable copies caused by Contractor's supplies and MFD. All MFD shall have a label affixed prominently to the machine showing contact phone number for service and supplies' requests. Contractor must be able to provide a technical support hotline 24 hours/seven days a week.
- I. Service Guarantee.
1. At a minimum, the bidder must agree to replace MFD if there are more than five (5) service calls during any 60-day period.
 2. CSTB reserves the right to request MFD replacement if monthly volumes are exceeded on a consistent basis for a period of six (6) months or more at any time during the life of the contract. Replacement MFD shall be at the next volume level category and installed at no additional cost to CSTB.

5.3 Training

- A. The successful proposal shall provide all training required for the operation of any MFD as part of this contract at no additional fee.

5.4 Supplies

- A. All supplies shall be furnished by the successful bidder. Supplies expectations:
1. Staples and other finishers to supplies provided
 2. Unlimited toner
 3. Black and white toner may not be off brand and must be OEM. No substitutes will be accepted.
 4. Color toner must be OEM. No substitutes will be accepted.
 5. Consumable supplies must meet original equipment manufacturers specifications.
 6. Consumable supplies must not exceed 0.5% failure rate.
 7. Contractor assumes all responsibility for hardware performance due to consumable supplies.
 8. Covers all multifunction devices and network printers included in RFP.
 9. Down time due to lack of consumable supplies is not acceptable.
 10. Contractor is responsible for delivery of supplies to point of need.
 11. CSTB will supply paper for machines.

5.5 Network Connectivity

- A. CSTB desires to connect its MFD to its network to function as a copier/scanner/printer machine in locations where multiple pieces of MFD are not efficient for operation. Connection to CSTB network requires the proposed solution to support DHCP. Additional information:
1. Departments connect to CSTB's Computer Network with PCs typically running Intel Core i3 or better with Windows 10 (32bit or 64bit) and recent versions of MacOS. All network connections are 10 Megabit or faster.
 2. CSTB uses Microsoft Office 365 E3 and O365 E1. Currently, network printers use TCPIP and both direct and shared printing configurations. These configurations are independent of any Windows Network print configurations.
 3. CSTB requires the flexibility of setting up multiple configurations for different printing requirements, i.e., landscape, compressed, legal, etc. CSTB also requires the flexibility to override these settings on a per job basis.
 4. The successful bidder must supply appropriate driver(s) for printing from Windows, Mac

and Google Cloud end-points, as well as a list of hardware addresses of all networked MFD. The successful bidder must be prepared to work with CSTB IT staff on each networked installation to ensure that all services are installed and function properly.

5. If there is local storage present on MFDs, the successful bidder must present documentation that drives are erased, wiped, or disposed of accordingly when a device is replaced or is at end of life and periodically as determined by CSTB. There has been evidence nationally of confiscated data on local storage of retired MFDs and CSTB requires compliance in regards to secure disposal of any intellectual property located on any storage device of a MFD.

5.6 Support

A. CSTB expectation of Contractor's services:

1. Contractor should have industry expert(s) in educational document technology solutions to guide users in technology. Name, qualifications, and phone number(s) must be included.
2. Contractor must provide a dedicated team to support the business requirements. Names, titles, and phone numbers must be provided.
3. MFD installations and removals will be done at mutually agreeable times established by customer.
4. Installations of MFD provided via terms of this Agreement will be within 10 business days of the award.
5. Electrical requirements required for any MFD will be provided by the Contractor and installed by Customer.
6. Network drops will be provided by Customer.
7. Contractor shall review implementation plan with Customer prior to installation.
8. An established program for service and support as demonstrated by contracts with comparable entities.
9. Authorized installation and service training on Contractor-provided copiers outlined in this section.
10. An established program for reporting the numbers of impressions made on a quarterly, monthly or annual basis.

5.7 Reports/Consolidated Invoice

- A. The successful bidder shall provide a master activity consolidated invoice report of the past month's activity and include year-to-date summaries. The report shall be provided monthly to the contract administrator, at a due date defined by CSTB.
- B. This master report shall include all sites, machine identification number, model number, beginning and ending meters, total copy volume, cost per copy, and total monthly cost per machine. The total copy volume multiplied by the cost per copy should produce the total monthly cost per machine.
- C. Any service calls during the month shall also be summarized within the monthly report. A total monthly cost of all machines shall be included. This report/invoice shall be submitted electronically.

5.8 Delivery

- A. The machines shall be delivered, installed and made ready for use by the selected Contractor. Lease prices shall include these services:

1. The vendor shall coordinate and provide delivery at no additional fee.
2. All delivery and installation of new MFD must be in coordination with the removal of existing MFD.
3. Services to install, support, and maintain the MFD at each location is to be part of the proposal.
4. The end-of-contract return of any MFD shall be provided by the contractor and coordinated with CSTB and shall be at no cost to CSTB. Subject MFD shall be removed no later than 30 days after receiving notification from CSTB.

6. PROPOSAL FORMAT AND CONTENT

Proposals shall be organized into the following major sections and order as presented below. Bidder shall provide sufficient detail for CSTB to make an informed decision and comparison of proposals. Emphasis will be given on accuracy, completeness, and clarity of content. Generic marketing and promotional materials are neither required nor desired.

1. Letter of Transmittal
A Letter of Transmittal that includes:
 - a. Company name
 - i. Physical address
 - ii. Website address
 - iii. Normal business hours
 - b. Name of contact person
 - i. Phone number
 - ii. Email address
 - c. Name(s) and Title(s) of individuals authorized to negotiate with CSTB
2. Table of Contents
Table of Contents to indicate where each section begins.
3. Executive Summary
Succinct description of the major features of the bid. The Executive Summary shall not exceed two (2) pages.
4. Company Structure and Experience
This section of the proposal shall **include a response to** the following items:
 - a. Unique Entity Identifier (SAM.gov). ***If Company does not have a Unique Entity Identifier, the bidder is to indicate as such.***
 - b. Federal Employer Identification Number
 - c. Number of branches and overall size of company in terms of total revenue, as well as size of company operations.
 - d. Number of employees overall as well as locally within Hillsborough County.
 - e. Number of years in existence as a company.
 - f. Does your company have a FULL TIME, not outsourced, (8:00 am to 5:00 pm) direct line to a technical Help Desk? (Y/N).
 - i. If affirmative, please explain the areas of responsibility the individual holds.
 - j. Descriptions/examples of current and previous experience that may be relevant to

- servicing clients similar in size/structure to that of CSTB (Minimum of 3).
- k. Provide three (3) clients for reference use for whom Contractor has performed similar services, within the past 12-months, as those contemplated by this RFP. Please include:
 - i. Organization Name
 - ii. Address
 - iii. Key Representative name, Title, Phone # and Email address
 - iv. Description of service provided.
 - v. Number of years you have been working (or worked) with them.
5. Proposed Solution
- a. Complete **Attachment 2 – Proposed Solution** and include the completed form in this section.
 - b. Bidder must provide a description of each proposed MFD that meet or exceed requirements of RFP and provide literature for each model. Please use Attachment 1 – Inventory of MFDs and Usage as a guideline for determining replacement devices. It is the intent that the selected Company reviews current usage volumes to develop a replacement list for all devices with the appropriate current model
 - c. Bidder shall provide an implementation timeline and describe a timetable for transition.
 - d. Bidder shall describe available uptime guarantees or solutions for MFD with excessive service calls and downtime.
 - e. Bidder shall describe proposed punitive actions imposed if the four (4) hour response time to service calls or uptime guarantee is not satisfied
 - f. Please describe the training program for the proposed system/solution.
 - g. Bidder shall provide a description of available methods of reporting on usage of proposed MFD.
 - g. Mobile Printing. Describe the capability to print to a networked MFD from mobile devices. Detail what additional MFD, configuration, or administration would be needed to provide this feature. Indicate the additional costs associated with providing mobile printing.
 - h. Follow-Me Printing. Describe the capability to provide follow-me printing that utilizes a central print queue to store jobs that can then be retrieved from any networked MFD device. Detail what additional MFD, configuration, or administration would be needed to provide this feature. Indicate the additional costs associated with providing follow-me printing.
 - i. Secure Printing. Due to the confidential nature of the printed subject matter of CSTB users, CSTB requires the ability for delayed printing or locked printing based on a user's passcode. For example, a user inputs a passcode on a print job, goes to the interface on the MFD, finds their job, inputs the code, and the job prints. The successful bidder must have a process similar to this and provide an explanation of the bidder's process.
 - j. Bidders shall describe the connectivity requirements of the proposed MFD including the print controllers, network protocol/s, and software.

6. Cost/Price Proposal Form

Complete **Attachment 3 - Cost/Price Proposal Form** for each proposed MFD and include the completed Form(s) in this section.

Firm prices for the duration of the contract should be included in a pricing schedule that includes Price of direct purchase of MFD(s) and Lease option. For lease option, bidders should submit monthly lease amount based on a thirty-six (36), forty-eight (48) or sixty (60) month lease and cost per copy for black and white and color.

7. Buyout

Provide information as to the manner and costs associated with your Company's proposal to address the buyout requirements identified above.

Buy-out costs should be separately reflected.

8. Test Period

CSTB would like to have at least a 45-day test period to fully examine the equipment and features before entering into a final lease agreement.

- a. Please state your terms and conditions for such a test period and if there will be additional costs associated with a test period.
- b. Explain the course of action or options available if CSTB finds during the test period that the installed equipment and features does not meet expectations. If accepted, a purchase order will be emailed to the Contractor.

9. Conflict of Interest

Please provide a statement of conflicts the Contractor, and/or key employees may have regarding these services. Conflict of interest is a personal or business relationship between the bidder and one or more of the following (i) John Flanagan, President and CEO of CSTB; (ii) CSTB's current board of directors; and (iii) an employee of CSTB. A listing of CSTB's current board may be found [here](#). The statement should not only include actual conflicts, but also any perceived working relationships by disinterested parties as a conflict. If there are no potential conflicts of interest, please state so.

10. Contract Provision, Certifications and Assurances

Any proposed changes to the terms and conditions, **Attachment 4 – Contractor Provisions, Certifications and Assurances**, must be stated in this section. General references to the Bidders' terms and conditions or attempts at complete substitutions are not acceptable to CSTB and will result in disqualification of the Bidders' proposal. Bidders' must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Bidders are cautioned that any changes to the term conditions that are NOT stated in the RFP response will not be entertained by CSTB at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict with any provisions of this RFP or the resulting contract will be ineffective and inapplicable.

7. STATE OF FLORIDA CONTRACT

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

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

8. PROPOSAL AWARD AND ACCEPTANCE

A. Evaluation Criteria

1. 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 and will be based upon, but not limited to, product quality, total cost, lease-factor ratio, warranty, support, established history of past satisfactory experiences as confirmed by positive evaluations by references, product evaluations from web and print resources, and comparison of the Contractor's service proposals. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered.
2. The following criteria will form the basis upon which CSTB will evaluate proposals. Proposals that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

Criteria	Points
Qualification and experience of Company	20
Overall cost of MFD	30
Timeline for delivery	15
Degree of bidder's ability to fully comply with the Requirements of the RFP	15
Other factors determined to be relevant by Selection Committee	20
Company business status is a certified minority-owned, women-owned or veteran-owned business	5
Total	105

3. A Selection Committee meeting will be held to discuss proposals and develop recommendations. At this meeting, the Selection Committee may invite prospective providers to explain their proposals as needed by either responding to written questions or supporting an interview. The Selection Committee completes the review sheets and determines final recommendations for bidders. Review sheet totals do not necessarily determine the outcome but serve as a tool for reviewers to formulate ideas for discussion. If bidders are invited to support an interview, the interview will be conducted via ZOOM.

B. Proposal Award

Award: The Selection Committee will review the Contractor proposals and will recommend the Contractor selected. Proposals will be analyzed, and the award made to the Contractor whose proposal is most advantageous to CSTB. Award is contingent upon CSTB Board of Directors approval, funding commitments and successful completion of at least a forty-five (45) day testing period.

C. Notice of Award:

CSTB shall issue a notice of intent to award as notification to the selected bidder. The Notice of Intent to Award should not be considered as a binding commitment. No such commitment

may ensure until a formal contract has been accepted by both parties.

9. CONDITIONS AND LIMITATIONS OF THIS RFP

- A. Proposals will be valid for ninety (90) days after proposal submission date specified herein. If the contract has not been awarded before the close of the ninety (90) day validity period, CSTB reserves the right to negotiate extensions to the proposal validity date.
- B. CSTB will not return proposals to bidders. All proposals become the property of CSTB and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. CSTB 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.
- C. This RFP does not commit or obligate CSTB 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.
- D. CSTB reserves the right to add or delete devices from the contract as well as request higher or lower capacity devices other than what is recommended
- E. While it is the desire of CSTB to award this contract to a single Contractor, CSTB reserves the right to award multiple contracts if it is in the best interest of CSTB to do so.
- F. CSTB reserves the right to modify the quantity, shipping locations, and configuration requirements.
- G. CSTB 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 CSTB at the time and under the conditions stipulated in the specifications of this request.
- H. CSTB reserves the right to re-advertise this RFP, to postpone or cancel this process and to change or modify the timeline at any time.
- I. CSTB reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions. CSTB may require the selected bidder to participate in negotiations, and to submit price, technical, or other revisions for the proposals in writing, which may result from negotiations.
- J. CSTB 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 company of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal/quote submitted and confirmed in the contract between CSTB and the individual or company selected.
- K. All proposals are subject to negotiation by CSTB.

10. CONTRACT TERM

- A. CSTB is seeking a thirty-six (36), forty-eight (48) or sixty (60) months lease for MFDs and services on the MFDs.
- B. Evergreen clauses that automatically renew the lease agreement for another year or more are not to be included.

11. CONTRACT TERMS AND CONDITIONS

- A. CSTB is funded primarily by federal grants. CSTB also receives local municipal grants and sponsorships. Accordingly, federally funded sums due and payable by CSTB 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.

- B. The supplied general Terms and Conditions marked **Attachment 3 - Contractor Provisions, Certifications and Assurances** are an equal and integral part of this RFP. The terms, conditions and specifications contained in this RFP along with any attachments and the Bidders' response may be incorporated into any Purchase Order/Agreement issued because of this RFP, including any addenda. CSTB reserves the right to negotiate with a successful Bidder (Contractor) any provision in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Bidders' proposal may be incorporated into the Contract.

12. INSURANCE REQUIREMENTS

Contractor shall deliver to CSTB prior to the commencement of the Contract satisfactory evidence in the form of a Certificate of Insurance that the following insurance coverage, as appropriate, are in force and will not be canceled without thirty (30) days written notice to CSTB. Such a Certificate shall serve as proof that all Insurance and fidelity bonds, if applicable, are current and that all appropriate employees of Contractor are covered. CSTB may withhold payments or terminate the Contract if the Contractor fails to maintain or provide evidence of current insurance.

Liability Insurance: Contractor agrees to obtain a standard liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in the amount of \$1,000,000 per person and \$3,000,000 aggregate with an endorsement naming Tampa Bay WorkForce Alliance, Inc. dba CSTB as an additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor shall be able to provide the same coverage and shall submit proper documentation to CSTB as evidence of such.

Workers' Compensation: To the extent that the state Workers' Compensation law is applicable, Contractor shall provide Workers' Compensation coverage to all employees paid directly under the Contract. Where employees covered under the Contract are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.

13. MINORITY/WOMEN/VETERAN BUSINESS ENTERPRISES

Bidders 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. Any company wishing to be considered as such must provide evidence of certified M/W/VET/LSBE status (such as a copy of the certification letter, etc.).

14. APPLICABILITY OF SUNSHINE LAWS

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

15. APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

All bidders have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing to CSTB President/CEO within three business days after the date of notification of intent to award to selected Contractors of CSTB. 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 bidder.
- Other grounds that may substantially alter CSTB's award decision.

The CSTB President/CEO will review the appeal and respond within ten days after receipt of the letter from the aggrieved bidder. 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 bidder's right to appeal.

[END OF PAGE]

ATTACHMENT 1 – INVENTORY OF MFDS AND USAGE

(Refer to Section 3 for location description)

Average Monthly Usage

2/26/2024: Potential buyout lease

Contract Expiration	Location	Make	Model	Color/ B/W	20/21 (12-months)		2022 (6-months)	
					B/W Avg Monthly	Color Avg Monthly	B/W Avg Monthly	Color Avg Monthly
10/23/22	Administrative Office	Konica Minolta	Bizhub C558	Color	336.08	3,675.33	175.67	4,240.67
10/23/22	Administrative Office	Kyocera/TASKalfa	6002i	B/W	4,745.25		2,049.83	
10/23/22	Administrative Office	Kyocera/TASKalfa	6052ci	Color	1,536.67	3,721.58	1,058.17	3,825.67
02/26/24	Career Center #1	Kyocera/TASKalfa	6002i	B/W	10,280.33		6,260.50	
02/26/24	Career Center #1	Kyocera/TASKalfa	6052ci	Color	3,958.25	1,648.25	3,475.83	1,115.67
02/26/24	Career Center #1	Kyocera/TASKalfa	6002i	B/W	12,847.08		12,276.67	
10/23/22	Career Center #1	Kyocera/TASKalfa	6052ci	Color	228.33	824.75	7,833.17	5,140.67
10/23/22	Career Center #1	Kyocera/TASKalfa	6052ci	Color	3,112.75	12,264.33	4,314.00	14,691.33
10/23/22	Career Center #1	Kyocera/TASKalfa	6002i	B/W	3,502.25		4,732.00	
10/23/22	Career Center #1	Kyocera/TASKalfa	6002i	B/W	4,418.58		405.83	
10/23/22	Career Center #1	Kyocera/TASKalfa	6002i	B/W	5,302.00		4,378.00	
10/23/22	Career Center #1	Kyocera/TASKalfa	6002i	B/W	5,678.00		7,949.50	
10/23/22	Career Center #2	Kyocera/TASKalfa	6052ci	Color	2,894.92	2,104.17	3,827.33	3,587.33
10/23/22	Career Center #2	Kyocera/TASKalfa	6002i	B/W	4,078.08		996.00	
10/23/22	Career Center #2	Kyocera/TASKalfa	6002i	B/W	2,173.25		1,362.67	
10/23/22	Career Center #3	Kyocera/TASKalfa	6052ci	Color	1,365.25	415.83	228.17	387.33
10/23/22	Career Center #4	Kyocera/TASKalfa	6002i	B/W	1,433.50		1,676.33	

MFD Count by Location

Location	B/W/Color	B/W Only	Total
Administrative Office	2	1	3
Career Center #1	3	6	9
Career Center #2	1	2	3
Career Center #3	1	0	1
Career Center #4	0	1	1
	7	10	17

ATTACHMENT 2 – PROPOSED SOLUTION

Instructions: Bidder is to indicate if they can meet the INDIVIDUAL requirements of sections **5.1 through 5.8** by including in the “Response” column: “met”, “not met”, or “met with conditions”. Bidder is to note applicable section # under the “Section #” column If not able to meet a requirement or if met with conditions. If met with condition, specify the section # and include the specific conditions to meet the requirement in the “Commentary” column. Example provided below, row 1.

Section	Requirement	Response	Section #	Commentary
5.1	A. Specifications #1-18	Not met	A. #5	
5.1	A. Specifications #1-18			
5.1	B. Features #1-33			
5.1	C. MFD Condition #1,2			
5.2	Service Expectation, A-I			
5.3	Training, A,B			
5.4	Supplies Expectations A1-11.			
5.5	Network Connectivity A1-5			
5.6	Support, A1-10			
5.7	Reports/Consolidated invoice, A-C			
5.8	Delivery, A1-4			

ATTACHMENT 3 – COST/PRICE PROPOSAL FORM

(Complete form for each proposed MFD)

Firm prices for the duration of the contract should be included in a pricing schedule that includes Price of direct purchase of MFD(s) and Lease option. For lease option, bidders should submit monthly lease amount based on a thirty-six (36), forty-eight (48) or sixty (60) month lease and cost per copy for black and white and color. **** All costs should be built into lease amount per month. Therefore, “no additional charge” is denoted.***

Bidder Name: _____

Manufacturer:	Model:	Black/White Only or Black/White/Color:	Quantity:
Description	36-month lease	48-month lease	60-month lease
Lease amount (per month)			
Delivery of MFDs to CSTB locations*	No additional charge	No additional charge	No additional charge
Installation charge*	No additional charge	No additional charge	No additional charge
Training charge*	No additional charge	No additional charge	No additional charge
Maintenance*	No additional charge	No additional charge	No additional charge
Supplies (excluding paper) *	No additional charge	No additional charge	No additional charge
Cost per page- black and white			
Overage cost per page – black and white			
Cost per page – color			
Overage cost per page - color			
Contractor pick up MFDs at end of lease term.	No additional charge	No additional charge	No additional charge

Purchase amount: \$ _____

ATTACHMENT 4 – CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

CSTB 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, CONTRACTOR 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.

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 CSTB 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. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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).

X. 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.

XI. 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.

XII. 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. President/CEO 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. President/CEO 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 CSTB.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CSTB Board of Directors, 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 CSTB 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.

XIII. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSTB, 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.

XIV. 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.

XV. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CSTB 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 CSTB for purposes related to the performance or evaluation of the Agreement may be divulged to CSTB 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 CSTB. 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.

XVI. 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.

XVII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR MFD

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.

XVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

XIX. DISCRIMINATORY VENDORS LIST

The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. The Contractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

XX. MANDATORY REPORTING OF ABUSE, NEGLECT, OR EXPLOITATION OF CHILDREN AND VULNERABLE ADULTS; MANDATORY REPORTS OF DEATH

In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, Contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004

XXI. 2 CFR 200.300 STATUTORY AND NATIONAL POLICY REQUIREMENTS.

(a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

(b) The Contractor or non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C.

2324, 41 U.S.C. 4304 and 4310.

XXII. SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY

Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida Department of Economic Opportunity will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

XXIII. LEVEL 1 BACKGROUND SCREENINGS [SECTION 435.03, F.S.]

The Contractor agrees to obtain a Level 1 background screening as a condition of employment or contract award. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances.

Name of Company: _____

Name and Title of Authorized Signatory: _____

Signature: _____

Date: _____