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HERNANDO STATE COLLEGE ON
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Request for Quotations



Contact: Maria Elena Boone, Director of
Procurement
Phone: (727) 816-3443 Fax: (727) 816-3315
[Purchasing Email Address](#)
Purchasing@phsc.edu

Quotation No.: 2025-02
Quotation Title: SCBA Compressor
Issue Date: January 28, 2025

[PHSC Purchasing Website](#)
<https://financial-services.phsc.edu/purchasing>

PHSC Calendar:
[Pasco-Hernando State College Calendar](#)

[PHSC Maps and directions](#)
<https://phsc.edu/about/campuses>

The intent of this Request for Quotation is to solicit quotes for a breathing air compressor and cascade system for our Fire Science Program.

Quotation Due Date and Time: **February 5, 2025 at 2:00 p.m.**

Introduction

This document outlines the scope of work for the invitation to bid on the purchase, delivery, and installation of a breathing air compressor and cascade system for a safe supply of breathing air for our Fire Science Program. Must meet the following requirement:

Specification for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of all recognized standards for respirable air. The breathing air system shall be comprised, in part, of a high pressure compressor and purification system module along with free standing storage system, fill control panel and containment fill station module. The system shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable.

ALL REQUEST FOR QUOTE (RFQ) SUBMISSIONS MUST BE COMPLETED THROUGH ELECTRONIC SUBMISSION ON [BIDNET DIRECT](http://WWW.BIDNETDIRECT.COM/FLORIDA/PASCOHERNANDOSTATECOLLEGE) WWW.BIDNETDIRECT.COM/FLORIDA/PASCOHERNANDOSTATECOLLEGE BY THE DUE DATE NOTED IN THE ELECTRONIC SYSTEM.

Submitted quotes are subject to the terms, conditions, and specifications contained herein and are hereby made part of this request. The quotation must be received electronically no later than **February 5, 2025 at 2:00 p.m. EST**. Quotations not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection. Any quote that arrives after this time will be disqualified.

All proposing firms shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of PHSC in writing prior to the due date; failure to do so, on the part of the proposing firm, will constitute an acceptance by the proposing firm of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFQ documents shall be requested in writing, and received by PHSC by **February 3, 2025 at 12:00 p.m. EST**.

It is requested that all questions be e-mailed to purchasing@phsc.edu, using the following subject line: **RFQ 2025-02 Question**. Such inquiries regarding this RFQ must be submitted in writing to PHSC's Director of Procurement. PHSC will provide written answers to the questions in the form of written addendum to all proposing firms who have received the RFQ. PHSC will not be responsible for any oral instructions made by any employee(s) of PHSC in regard to this RFQ.

Exclusions: No oral, telephonic, emailed, or facsimile bid will be considered

Acceptance and Award: The College reserves the right to reject non-responsive quotations, to make the final determination as to the technical equivalency of any and all items, to waive any informality, and to award this purchase by groups, types, or categories, item by item, or the overall lowest sum of all line items to the responsive Offeror(s) meeting all required specifications.

Best and Final Offers/Negotiations

The College reserves the right to request revised quotes, best and final offers, and/or enter negotiations at any time with any and all participants after receipt of quotes.

Invoicing and Payment: The successful Offeror should submit a separate invoice for each College Purchase Order ("PO") number issued pursuant to this quote's resultant contract. The College's PO number must appear

on all invoices, packing slips, shipping labels, and correspondence from the successful Offeror. The successful Offeror's invoices must be mailed to the College's Accounts Payable Department, 10230 Ridge Road New Port Richey, FL 34654 or emailed to ap@phsc.edu. The successful Offeror should only submit invoices to the College's Accounts Payable Department; do not submit invoices to an alternate address. The successful Offeror's invoices must be received within thirty (30) days of delivery of goods or services unless otherwise specified on the College's PO. The successful Offeror must not exceed the total amount listed on the College's PO. The successful Offeror should only ship to the "Ship To" address indicated on the College's PO; do not ship to an alternate address. No substitutions are permitted; approval is needed if item(s) and/or service(s) is/are not available from the successful Offeror. The successful Offeror should never provide goods or services to the College in the absence of a valid College PO issued by the College's Purchasing Department. Failure to follow these instructions will result in delayed payment or non-payment.

Taxes: The College is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

Public Records: Quotes become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the quote and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed at the purchasing office during normal working hours by appointment.

Trade Secret Information: PHSC will comply with Florida Statute 815.045 in regards to trade secret information. The Proposer is required to clearly identify *each* item of the quote that they deem to be trade secrets as defined in s.812.081, and as provided for in s.815.04(3). This information will be expressly made confidential and exempt from the public records law. Proposer will be responsible for all costs incurred in defending the claim of trade secrets, including Attorney's fees and shall indemnify the Board, its agents, officers and employees for any and all civil or criminal fines imposed pursuant to Chapter 119, Florida Statutes. Proposer shall have not right to participate in the defense of such positions but may be invited to participate by the Board, at the Board's discretion.

Scope of Work: Pasco-Hernando State College (PHSC), a 5-campus publicly funded state college within the Florida College System located in both Pasco and Hernando counties, is looking to purchase a breathing air compressor and cascade system for a safe supply of breathing air for our Fire Science Program. Artic Compressor is the brand name requirement.

Cascade System Specifications:

Make: Artic Compressor

1. E4-1046E1, 208 volt, 60 HZ w/CO Monitor
 - a. Four Stage, air-cooled compressor (14 cfm @ 6000 psi)
 - b. 10 horsepower electric motor (208V/60Hz/Single phase)
 - c. DBL Fill w/controls
 - d. UL listed electric panel
 - e. Direct online IEC starter package
 - f. PLC controller

- g. Instrument/controller
 - i. High air temperature switch
 - ii. Low oil pressure switch
 - iii. Start/stop air pressure switch
 - h. Gauge panel including:
 - i. Hour meter
 - ii. High air temperature warning light
 - iii. Low oil pressure warning light
 - iv. High air pressure light
 - v. Emergency stop button
 - vi. Final stage pressure gauge
 - i. MK2C purification system
 - j. CO/Moisture indicator kit
 - k. Automatic condensates drain with muffler reservoir
 - l. Enclosed, insulated, vertical cabinet
 - i. Hinged access door in front
 - ii. Removable, hinged access doors on sides
 - iii. ¼ JIC male outlet fitting
2. Two Position, SCBA/SCUBA containment fill station including:
(Capable of filling 120 cf SCUBA cylinders with a 31" maximum height)
- a. Two positions, front loading, containment fill station
 - b. Latching front door with safety interlock
 - c. Two fill whips with isolation valves, bleed valves and SCBA fill adapters
 - d. Fill the panel including:
 - i. Regulator with inlet and outlet gauges
 - ii. Safety relief valves on outlet of regulator set at 4700 psi
 - iii. One fill control valve and gauge
 - iv. Four bank cascade control with to and from valves
 - v. Bypass valve
 - vi. Regulated auxiliary outlet with valve and high-pressure male coupler
 - vii. Embedded silk screen air flow schematic
3. Two Cascade System 6000 psi, 4 ISO Cylinders
- a. Four ISO Bottles, 2036 CF (509 cf each @ 6000 psi)
 - b. Four cylinders with CGA-702 nuts and nipples
 - c. Wall mounted rack with clamps
 - d. All interconnecting hoses for cascade operation
 - e. Ten-year hydro test date
4. Price must include delivery and installation cost.

Requirements:

- 1. **No Substitutions:** The exact equipment and components listed in this request must be provided. Alternative products or components will not be considered.
- 2. **Complete System Quote:** The quote must include **all items necessary for the full operation** of the SCBA compressor.

3. **Operational Readiness:** The system must be delivered in a manner that allows for **immediate and complete operational readiness** upon installation. Any necessary accessories or components required for system operation must be included in the quote.
4. **Installation and Support:** The quote must also cover **on-site installation** and warranty details, including coverage for system components.
5. **Delivery Timeline:** Please specify the estimated lead time for delivery and installation.

Prices shall remain firm for a period of sixty (60) days from date of Quote. The resulting Purchase Order will be awarded based upon the best value and/or the lowest responsive and responsible quote and will be governed solely by the terms and conditions attached. PHSC does not bind itself to accept the minimum specifications stated in this quote, but reserves the right to accept any quote that, in the judgment of PHSC, will best serve the needs and the interest of the College. Payment is Net 30 and all prices must be F.O.B. destination.

For Offerors to be considered responsive, each Offeror shall:

- Base the quotation upon the sample specified herein; or its technical equivalent; or an alternative to meet the desired performance.
- When quoting an item, state the appropriate manufacturer name and model/part/item number of each item, and attach a detailed original equipment manufacturer (OEM) specifications sheet to your submission for any and all items quoted.
- Complete and submit the quotation as instructed herein. In the case of error in the extensions of pricing, the unit prices will govern.
- If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Vendor must initial all changes.
- Contact with anyone other than the Director of Procurement or his/her designee may result in the rejection of your quotation.
- All quotations shall be F.O.B. destination.
- Payment terms will be net thirty (30) days, unless otherwise specified.
- Upon award, the successful Offeror(s) will be required to complete the full registration process. To register, please go to: <https://financial-services.phsc.edu/purchasing>.
- In determining the award of this Request for Quotes, the College is granting a preference for domestically produced/manufactured equipment. This preference will be given at the College's sole discretion. Offerors must indicate the country of origin for each of the items quoted.

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REQUEST FOR QUOTE #2025-02

SCBA Compressor

Due: 02/04/2025 before 2:00 p.m. ET

QUOTATION PREPARED BY:	
Vendor Name:	_____
FEIN:	_____
POC Name & Title:	_____
Mailing Address:	_____
City, State, ZIP Code:	_____
Phone Number:	_____
Fax Number:	_____
Email:	_____
Website:	_____
<p>I undersigned, as Respondent hereby declare that I have carefully read this Request for Quote and fully understand the requirements. I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a quote for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Quote. I certify that I am authorized to sign this quote for the Respondent and that all the information provided is true and correct to the best of my knowledge.</p>	
Authorized Signature: _____	Date: <u> </u> / <u> </u> / <u> </u>
Full Name: <u>Authorized Agent's Name</u>	Title: <u>Authorized Agent's Title</u>
<small>Please visit PHSC's website for our Tax Exempt Certificate and Vendor Registration Form at https://financial-services.phsc.edu/purchasing.</small>	

In order to be responsive, each Offeror shall agree to the following:	AGREE?	
	Yes	No
1. All quoted items shall be delivered and invoiced within <u> 90 </u> days after receipt of order (ARO).	<input type="checkbox"/>	<input type="checkbox"/>
2. The warranty for individually purchased equipment, after delivery and acceptance by the College, shall be for one (1) year.	<input type="checkbox"/>	<input type="checkbox"/>
3. Your quotation shall include any and all additional costs such as shipping, handling, freight, and/or delivery and set-up.	<input type="checkbox"/>	<input type="checkbox"/>
4. Quote Term: One-Time Purchase Renewals available: <u> NA </u> Years	<input type="checkbox"/>	<input type="checkbox"/>
5. Minimum Order: Vendor requires a minimum order. If yes, what is the amount of the minimum order? _____ (Note: a minimum order requirement may be cause for rejection of this response.)	<input type="checkbox"/>	<input type="checkbox"/>
6. Additional Discounts Offered: For like items, within the scope of work, through the term of this Agreement:	<input type="checkbox"/>	<input type="checkbox"/>

Item No.	Description / Specifications	Quantity	UOM	Unit Price	Extended Price

_____ (hereinafter referred to as “Contractor”) acknowledges and certifies that, to the extent applicable to purchases or Quotes for provision of products and services for Pasco-Hernando State College (hereinafter “Quote” “Agreement” or “Contract”), funding source, program activities, and statutory requirements) Contractor shall comply with the following **if applicable**:

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- A. **TERMINATION PROVISIONS (CONTRACTS OF \$150,000).** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The parties agree that in the event Contractor shall fail to comply with any term, provision, or condition of this Agreement, then in the absence of a remedy provision contained elsewhere in the Master Agreement, Pasco-Hernando State College may at its sole election terminate this Agreement without being liable to prosecution or may bring a claim for specific performance or may bring an action to recover damages caused by such breach. Additionally, Pasco-Hernando State College (PHSC) may consult with an attorney concerning PHSC’s rights hereunder, and Contractor agrees in each and any such case to pay to PHSC its reasonable attorney’s fees therefore.
- B. **TERMINATION PROVISIONS (CONTRACTS OF \$10,000).** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The parties agree that in the event there is no provision contained elsewhere in the Master Agreement to the contrary, then the Parties agree that this Agreement may be terminated by either party with, or without, cause upon thirty (30) day’s prior written notice. Further, PHSC is a quasi-governmental entity reliant in part on funding received from governmental grants. Accordingly, notwithstanding anything else contained herein to the contrary, PHSC shall have the right to terminate the Agreement or any of the agreements comprising the Master Agreement by reason of funding unavailability at any time by providing thirty (30) days advance written notice. If this agreement is terminated, all payments defined therein shall cease to be due as of the date of termination.
- C. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must

include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 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.
- G. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- H. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. **SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 USC 6962; 2 CFR §200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15(B)).** During the term of the Agreement, Contractor, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the Agreement.
- L. **VETERAN’S PRIORITY OF SERVICE PROVISIONS (38 USC 4215; 20 CFR 1010).** A covered person is entitled to priority of service under any qualified job training program if the person otherwise meets the eligibility requirements for participation in such program. An entity of a State, a political subdivision of the State, or in this case, a Contractor, that administers or delivers services under a qualified job training program shall provide information and priority of service to covered persons regarding benefits and services that may be obtained through other entities or service providers; and ensure that each covered person who applies to or who is assisted by such a program is informed of the employment-related rights and benefits to which the person is entitled under this section.
- M. **EQUAL TREATMENT FOR FAITH BASED ORGANIZATIONS (29 CFR 2, Subpart D).** Any organization that participates in a program funded by federal financial assistance shall not, in providing services or in outreach activities related to such services, discriminate against a current or prospective program beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to

attend or participate in a religious practice. However, an organization that participates in a program funded by indirect financial assistance need not modify its program activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program.

- N. **PURCHASE OF AMERICAN MADE PRODUCTS (P.L. 103-333 §507).** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under Public Law 103-333 should be American-made. Funds made available under this Public Law may be used to fund Contractor's performance under this Agreement. In providing financial assistance to, or entering into any contract with, any entity using funds made available in this Act, Contractor, to the greatest extent practicable, shall provide to such notice describing the statement made by the Congress, as to American made products.
- O. **PUBLIC ANNOUNCEMENTS AND ADVERTISING (P.L. 103-333 §508).** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- P. **CODES OF CONDUCT (29 CFR 95.42).** The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- Q. **EMPLOYMENT ELIGIBILITY REQUIREMENTS.** Employment of unauthorized aliens by Contractor is considered a violation of the Immigration and Nationality Act. Contractor shall use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term. Contractor shall be responsible for including the provisions of this paragraph in any context with, and requiring compliance by any/all subcontractors performing under this Agreement. If Contractor knowingly employs unauthorized aliens, in violation of this paragraph,, such action shall be cause for unilateral cancellation of this Agreement and PHSC may recover damages from Contractor resulting from such cancellation. Further, PHSC may unilaterally terminate this Agreement, without penalty, if Contractor is determined to have violated a prohibition in this paragraph of this Agreement; or has an employee who is determined by PHSC to have violated a prohibition in this paragraph of this Agreement through conduct that is either associated with performance of this Agreement or or imputed to Contractor using the standards and due process for imputing the conduct

of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by PHSC.

R. **ASSURANCES AND CERTIFICATIONS.** The Department of Economic Opportunity (DEO) will not award federal workforce funds where the PHSC or its contractors have failed to complete the ASSURANCES AND CERTIFICATIONS contained in this attachment. In performing its responsibilities under the Master Agreement, the Contractor provides the following certifications and assurances:

1. Assurances – Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)
3. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
4. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
6. Certification Regarding Environmental Tobacco-Smoke
7. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
8. Scrutinized Companies Lists Certification (Section 287.135.F.S.)

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the PHSC

S. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** As the duly authorized representative of the Contractor, I certify that Contractor:

1. Will give the Department, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L., 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 cc-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of

1968 (42 U.S.C. 3601 et seq.) as emended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the Agreement.

3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environment standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et. seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with the Agreement.
8. Will comply with the procurement standards of 2 CFR 200.318 –200.326.

T. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a State or a Federal department or agency;
2. Have not within a three-year period preceding the Agreement 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;

3. 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 (B)(2) of this certification; and/or
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Have not been placed on the convicted vendor list following a conviction of a public entity crime as set forth in Fla. Stat. 287.133(2)(a).
6. Have not been placed on the discriminatory vendor list described in Section 287.134 Fla. Stat.

U. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS. The Contractor certifies, to the best of its 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 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 employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
3. The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;
4. 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 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;
5. Contractor shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS. Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. Part 94, the undersigned Contractor, attests and certifies that it will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace;
 - b. The policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph V.1. of this certification.
4. Notifying the employee in the statement required by paragraph V.1. of this certification that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the PHSC in writing ten (10) calendar days after receiving notice under subparagraph 4.b. of this Section from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Officer on which Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant. An Incident Report Form, which can be found on the Department's intranet site, should be completed and submitted to the following address:

Office of the Inspector General
Department of Economic Opportunity
MSC# 130, Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399-4126

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

W. *NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.* As a condition of the Contract the Contractor assures that it will comply fully with the nondiscrimination 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 IB 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 education programs; and
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), 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.

The 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 Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that PHSC, DEO and the United States have the right to seek judicial enforcement of the assurance.

X. *CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE.* As a condition of the Contractor the Contractor assures that it will comply fully with the certification regarding environmental tobacco-smoke.

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded

health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are contracted, operated or maintained with Federal funds. The statute does not apply to children's service provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provision of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

- Y. *ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)*. As a condition of the Agreement, the Board assures that it 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 Appropriations Act, 2011, Sections 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. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.
- Z. *SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.* If a board that is affiliated with the local governmental entity enters into a contract in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Contractor will submit a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), F>SW. Both lists are created pursuant to section 215.473, F.S.
- AA. **PUBLIC RECORDS LAW; SUNSHINE LAW.** Contractor agrees to comply with public records and open meeting requirements as applicable including 2 CFR 200.333, and 2 CFR 200.336, and as may be required by Florida Public Records Law, and Florida Sunshine Law. In furtherance of this provision, Contractor is required to:
9. keep and maintain public records required by PHSC to perform the service;
 10. upon request from PHSC's custodian of public records, provide PHSC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law;
 11. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to PHSC;
 12. upon completion of the Agreement, transfer, at no cost, to PHSC all public records in possession of Contractor or keep and maintain public records required by PHSC to perform the service. If Contractor transfers all public records to PHSC upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to PHSC, upon request from PHSC's custodian of public records, in a format that is compatible with the information technology systems of PHSC.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Public Records Custodian, Pasco Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654, nadolsp@phsc.edu, 352-293-1365.

BB. INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION. To the extent any Contractor, or employee of Contractor, is granted authorization to access workforce information systems, including systems containing confidential information, Contractor and its employees are required to complete the established Individual Non-Disclosure and Confidentiality Certification Form upon request.

CC. MANDATE TO REPORT ABUSE OF VULNERABLE POPULATIONS. In compliance with Sections 39.021 and 415.1034 Florida Statutes, if Contractor, and its agents, employees, or others performing services on Contractor's behalf, knows or has reasonable cause to suspect that a child, aged person or disabled adult is or has been abused, neglected, or exploited, Contractor, and its agents, employees and others performing services on Contractor's behalf, agree 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 1-800-914-0004.

By signing below, the Contractor certifies and assures that it will fully comply with the applicable assurances outlined above.

Contractor:

Signature

Name

Title

Date: